

**Request for Proposals**

**MICROCOMPUTERS, PRINTERS, INTEGRATED DESKTOP MANAGEMENT,  
INTEGRATED HARDWARE MANAGEMENT SERVICES AND SOFTWARE**

**DBM-2020-DESKTOP**

**Department of Budget and Management**

**Division of Policy Analysis**

**Procurement Unit**

**Issue Date: JUNE 6, 2000**

**NOTICE**

Prospective offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that the amendments to the RFP or other communications can be sent to them.

**Minority Business Enterprises are Encouraged to Respond to this Solicitation**

STATE OF MARYLAND  
NOTICE TO VENDORS/CONTRACTORS

In order to help us improve the quality of State proposal solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposal. If you have chosen not to bid on this contract, please fax this completed form to: 410-974-3274.

**Title: Microcomputers, Printers, Integrated Desktop Management,  
Integrated Hardware Management Services, and Software  
Project No.: DBM-2020-DESKTOP**

1. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: \_\_\_\_\_

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: \_\_\_\_\_

\_\_\_\_\_

Vendor Name: \_\_\_\_\_ Date \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

# **KEY INFORMATION SUMMARY SHEET**

## **STATE OF MARYLAND**

### **Request for Proposals**

#### **MICROCOMPUTERS, PRINTERS, INTEGRATED DESKTOP MANAGEMENT, INTEGRATED HARDWARE MANAGEMENT AND SERVICES DBM-2020-DESKTOP**

**RFP Issue Date:** June 6, 2000

**RFP Issuing Office:** Department of Budget and Management

**Procurement Officer:** Jane Bailey  
Office Phone: 410-260-7678  
Fax Phone: 410-974-3274  
e-mail: jbailey@dbm.state.md.us

**Proposal(s) are to be sent to:** Department of Budget and Management  
Division of Policy Analysis  
45 Calvert Street, Suite 137  
Annapolis, Maryland 21401

**Pre-Proposal Conference:** June 19, 2000 at 10:00 a.m.  
Department of General Services' Auditorium  
300 W. Preston Street, 1<sup>st</sup> Floor  
Baltimore, Maryland 21202.

**Closing Date and Time:** July 10, 2000 2:00 p.m.

### **NOTE**

This RFP is available on the Internet at <http://www.dbm.state.md.us> or diskette in MS Word. Potential Offerors wishing to receive this information on diskette may submit a written request along with a blank formatted 3-1/2" IBM compatible diskette to the Issuing Office. Information supplied on diskette or obtained via the Internet is for convenience only. For copies of the written document, contact the Issuing Office.

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## SECTION 1 - GENERAL INFORMATION

### 1.1 SUMMARY STATEMENT

The Department of Budget and Management is seeking multiple contractors to provide State agencies with microcomputers and associated peripherals with services, printers and associated peripherals with services, Integrated Desktop Management (IDM) services, and Integrated Hardware Management (IHM) services and Commercial off the Shelf Software (COTS). Any resulting contracts are also intended for an additional use within the Maryland State Department of Education (MSDE) to support its programs to purchase goods and services for Maryland public schools to implement the State's "Technology in Maryland Schools Program." Any resulting contracts are intended to allow the user to purchase complete systems, components parts, single or multiple configurations of the products, or any combination of the contracted goods and services. Any resulting contracts will be available to other units of government, within Maryland, (local school systems, counties/municipalities and Maryland public higher education institutions). The State expects to receive pricing in two categories, State agency pricing and Educational pricing.

It is the State's intention to obtain goods and services, as specified in this Request for Proposals (RFP), from contracts between the successful vendors and the State. However, this contract will not be construed to require the State to procure exclusively from the contractor. The State reserves the right to procure goods and services from other sources when it is in the best interest of the State to do so and without notice to the contractor.

### 1.2 DEFINITIONS OF CATEGORIES

For purposes of this RFP the following CATEGORIES have the meanings indicated below:

#### CATEGORY 1

**Microcomputers and associated peripherals with services** - means brand name or generic name product line of microcomputers, workstations, file servers, portables (laptop/notebooks), or similar products that is published within a manufacturer's suggested retail price list. It includes associated hardware and operating system software that may allow the operation of the product as a stand-alone unit, a networked unit in a local area network (LAN), a networked unit in a wide area network (WAN), or any combination of the three. It includes adjunct items identified within the product line that will expand or modify units and provides component replacement parts. It includes services to support warranty and post warranty maintenance. It does not include software applications programs other than the operating system software and applications software programs that are manufacturer installed as part of a packaged system.

#### CATEGORY 2

**Printers and associated peripherals with services** - means brand name or generic name product line of single or multi-functional printers, or other similar products and associated hardware and operating system software that is published within a manufacturer's suggested retail price list. It includes hardware and operating system software, and print drivers that may allow the operation as a stand-alone unit to a microcomputer, a networked unit in a local area network (LAN), a networked unit in a wide area network (WAN), or any combination of the three. It includes adjunct items identified within the product line that will expand or modify units and provides component replacement parts and supporting operating goods such as ribbons, ink cartridges, etc. It includes services to support warranty and post warranty maintenance. It does not include software applications programs other than the operating system and applications

programs that are manufacturer installed or manufacturer required. The primary purpose of the printer is to support the production of documents generated by microcomputers and is not intended to establish a photocopy contract.

### **CATEGORY 3**

**Integrated Desktop Management (IDM)** - means the leasing of a contractor's equipment, services, and support to a using agency, via a fixed monthly fee per desktop, for microcomputers and printers with associated hardware, hardware connector cables, cabling (to a State supplied wall jack), operating system software, software applications, and technical support that will provide for the using agency's identified information technology needs. This includes all equipment, software and technical support as stated in the Contractor's proposal(s). IDM includes a plan for a continuous technology refreshment program, at least every two years, for desktop hardware and software installed in any using agency. Refreshment means the contractor shall replace or update hardware and software components to the using agency at least every two years. This specific refresh schedule for any contractor shall be as identified in its final proposal in response to this RFP. IDM does not include installing building network wiring.

### **CATEGORY 4**

**Integrated Hardware Management (IHM)** - means the leasing of a contractor's microcomputer hardware and operating system software to a using agency, via a fixed monthly fee per desktop. It includes equipment, hardware connector cables and cabling to a State supplied wall jack, operating system software and technical support as stated in the Contractor's proposal(s). IHM includes a plan for continuous technology refreshment, at least every two years or sooner, of each IHM microcomputer installed in any using agency. Refreshment means the contractor shall replace or update hardware components and operating system software to the using agency at least every two years. This specific refresh schedule for any contractor shall be as identified in its final proposal in response to this RFP. IHM does not include installing building network wiring.

### **CATEGORY 5**

**Commercial Off The Shelf Software (COTS)** – means software packages that work on the platforms that the State uses which are IBM compatible personal computers and Apple computer products. Unless otherwise specified, the offeror will provide the most current version, upgrades or enhancements.

### **DEFINITIONS**

**ARO** - After Receipt of Order

**Educational Pricing** - means a price available to all public institutions K through Grad School for use in schools only, based on the contracted **MSRP** for any and all goods and services available as a result of any contract. The Educational pricing must be a lower net price than the State price. As per the example to calculate the State pricing the Education Pricing will be also be based upon. Thus, if the **MSRP** is \$100.00 and the educational pricing is 70%, the educational unit will pay \$70.00. This pricing will only apply to actual classroom applications and is limited to those activities that directly support classroom instruction. All other educational units will be considered State agencies.

**Fixed Price Contract with Price Adjustment** - means the formula by which adjustments in contract prices can be made. It will occur by applying a percentage of the **MSRP** that will establish the actual price the State will pay for the item (State pricing). An example of this is: **MSRP** \$100.00, State Percentage 80%, results in the price the State will pay as, \$80.00. This is

**State Pricing.** Price adjustments will be allowed to be upward or downward. Price adjustments may occur only when the **MSRP** changes in any contracted item. Prior to implementing any price adjustments, the contractor must submit to the procurement officer or designated State contract officer the new price list. If after review, the State approves the adjustment, the contractor shall receive written notice allowing the adjustment of the prices for all new orders placed on or after the State the approval date.

**Manufacturer Brand/Product Line** means brand name or generic name product line of microcomputers, workstations, file servers, portables (laptop/notebooks), or similar products that is published within a manufacturer's suggested retail price list.

**MSRP - Manufacturer's suggested retail price list** - means a price in a printed document from the product manufacturer that lists the product prices generally available to the public at large. The list can itemize packaged system prices and individual component hardware, operating system software, or both hardware and operating system software. As a result of using the **MSRP**, fixed price contracts with price adjustment will result as per COMAR 21.06.03.

**Peripherals** - means items which are normally associated with microcomputers or printers, such as expansion hardware, cards, cables, print drivers, to include any and all goods or services to support the operation and processing of the microcomputer or printer hardware.

**PWM** - Post Warranty Maintenance

**Performance Period - The State requires a 30-calendar day performance period after installation is declared complete by the State before the State accepts the microcomputer from the contractor. As contained in section 2.1.4.2.5 installation is complete when equipment is unpacked and functioning properly during the test.**

**Acceptance - occurs upon completion of the Performance Period.**

**Percent of MSRP – a percentage that can be more/less/or equal to the MSRP.**

For example: 110% means the MSRP plus 10%

90% means the MSRP minus 10%

100% means equal to the MSRP

**Percent Variance – same as “Percent of MSRP”**

### **1.3 ISSUING OFFICE**

The sole point of contact in the State for purposes of this RFP is the Procurement Officer at the Issuing Office address listed below:

Department of Budget and Management  
Office of Policy Analysis, Procurement Unit  
45 Calvert Street, Suite 137  
Annapolis, Maryland 21401  
Telephone #: 410-260-7683  
Fax #: 410-974-3274  
E-mail: jbailey@dbm.state.md.us

The Procurement Officer is Jane Bailey



A copy of this RFP can also be obtained from the Department's Internet web site. The address is <http://www.dbm.state.md.us> (select: procurement).

#### **1.4 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be held on June 19, 2000 beginning at 10:00 a.m. at the Department of General Services' Auditorium, 300 W. Preston Street, 1<sup>st</sup> Floor, Baltimore, Maryland 21202 in the Auditorium. Attendance at the Pre-Proposal Conference is not mandatory, but all interested offerors are encouraged to attend in order to facilitate better preparation of their proposals. The conference will be transcribed. A copy of the transcript of the pre-proposal conference will be made available to potential offerors at a nominal charge directly from the transcription company. In addition, minutes of the conference will be distributed, free of charge, to all vendors who are known to have received the RFP. Both written and verbal questions will be considered at the pre-proposal conference.

All questions, either verbal or written, should be submitted in a timely manner. In the case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions which have not previously been answered will be distributed to all vendors who are known to have received the RFP.

#### **1.5 PROPOSAL DUE (CLOSING) DATE**

An original unbound and five (5) bound copies of each proposal (Technical and Financial – see Section 1.24) must be received at the Issuing Office no later than 2:00 p.m. Eastern Daylight Time (EDT) Monday, July 10, 2000 in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient time to ensure timely receipt at the Issuing Office. Except as provided in COMAR 21.05.02.10. Proposals may not be submitted by e-mail or facsimile.

#### **1.6 DURATION OF OFFER**

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date. This period may be extended at the Procurement Officer's request only with the offeror's written agreement.

#### **1.7 REVISIONS TO THE RFP**

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Acknowledgment of the receipt of all amendments to this RFP must accompany the offeror's proposal. Failure to acknowledge receipt does not relieve the offeror from complying with all terms of any such amendment.

#### **1.8 CANCELLATIONS; DISCUSSIONS**

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior

discussions or negotiations.

## **1.9 ORAL PRESENTATION**

Offerors may be required to make individual presentations to State representatives in order to clarify their proposals. Any statement made by an offeror during an oral presentation that significantly alters its proposal must be reduced to writing. Any such written submission becomes a part of the offeror's proposal.

## **1.10 INCURRED EXPENSES**

The State will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

## **1.11 ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal to meet the requirements of this RFP.

## **1.12 PROTESTS; DISPUTES**

Any protest or dispute related to this solicitation or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

## **1.13 MULTIPLE OR ALTERNATIVE PROPOSALS**

**1.13.1** An Offeror may submit multiple proposals in response to this solicitation. Each proposal shall be evaluated on its own merits.

**1.13.2** Offerors proposing to provide more than one brand name or generic type within the category of the microcomputer line or printer product lines shall follow the instructions as defined in Section 4 Proposal Format.

**1.13.3** Offerors proposing to provide one or more of the identified categories - Microcomputers, IDM, IHM, Printers and COTS - shall follow the instructions as defined in Section 4 Proposal Format.

Beyond this description Offerors may not submit more than one proposal. Only 1 proposal per product line may be submitted.

**1.13.4** Alternative proposals will not be accepted.

## **1.14 ACCESS TO PUBLIC RECORDS ACT NOTICE**

An offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. This information is to be placed after the title page and before the table of contents in both the technical and financial proposals. Respondents are advised that, upon request for this information from a third party, the Department is required to make an

independent determination whether the information must be disclosed (see COMAR 21.05.08.01).

### **1.15 MANDATORY CONTRACTUAL TERMS**

By submitting an offer in response to this RFP, an offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

### **1.16 BID/PROPOSAL AFFIDAVIT**

All proposals submitted by an offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

### **1.17 CONTRACT AFFIDAVIT**

All offerors are advised that if a contract is awarded as a result of this solicitation, the successful offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided at the time of contract award.

### **1.18 MINORITY BUSINESS ENTERPRISES**

A minority business enterprise subcontractor participation goal of 14% has been established for this solicitation. The contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is (410) 865-1244.

The directory is also available at <http://www.mdot.state.md.us/mbe.program.html>. The most current and up-to-date information on MBE's is available via the web site.

### **1.19 ARREARAGES**

By submitting a response to this solicitation, each offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

### **1.20 PROCUREMENT METHOD**

This contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

### **1.21 CONTRACT DURATION**

The contract resulting from this RFP shall be for a three (3) year period beginning on or about

September 1, 2000 and ending on or about August 31, 2003. The State, at its sole option, shall have the right to extend the contract term for two (2) additional, successive one-year terms.

## **1.22 CONTRACT TYPE**

The contract shall be a fixed priced with price adjustment, indefinite quantity contract as defined in COMAR 21.06.03.02.A(3) and B(3)(c).

## **1.23 RECIPROCAL PREFERENCE**

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, according to COMAR 21.05.01.04, the Department may apply, where applicable, the same preference against an out-of-State business that the business's home state would apply against a vendor whose principal office or base of business is located in Maryland.

## **1.24 PERFORMANCE EVALUATIONS**

Vendor performance will be monitored closely by the State. Vendors will be evaluated on their abilities to deliver all goods and services awarded as a result of any contract.

The State of Maryland agencies utilizing this contract must submit a performance evaluation of the Contractor(s) at the end of each six (6) month period of performance for each purchase made against the basic purchase order and at the termination of each Warranty Period. The evaluation will consist of questions relative to the Contractor's performance on the requisition. Survey responses will be used to calculate an overall score for that purchase from each Contractor, for a quarterly evaluation.

Attachment H is a sample of the form (or general list of criteria) that may be used by the State to evaluate Contractor performance. The State agencies may optionally require the Contractor to fill out the performance evaluation forms (self-evaluation). The State agency will make the final judgement regarding the Contractor's performance. The Contractor will be provided a copy of the State's evaluation of the Contractor's performance. If a conflict occurs, the State's Contracting Office for this Contract will make the final determination. The performance evaluation information will be held in a database accessible to all State agencies.

During the course of this Contract, each Contractor must maintain an average rating of seventy five percent (75%) or better on each performance evaluation for that category of service(s).

## **1.25 - NON-VISUAL ACCESS**

**The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and, (4) is available, whenever possible without modification for compatibility with software and hardware for nonvisual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information**

technology by more than 5%.

For purposes of this regulation, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille or other audible or tactile means used for output.

## SECTION 2 - SPECIFICATIONS

### 2 BACKGROUND

Since 1995, approximately \$92 million has been expended with eleven vendors, each providing a specific contracted product line of microcomputers, peripherals and services to State agencies and other governments and agencies. Users via the Department's public web pages at "www.dbm.state.md.us" access all goods and services. The success of that contract has led the Department to seek a re-competition for these goods and services and to expand and clarify additional needs within the State. All successful Offerors will be required and will make available, via hot links with the Department's public web pages, descriptions of all goods, services, and prices of contracted items. All necessary contract information including prices and discounts will be available through this public web site so as to facilitate purchases by the State. ~~Additionally, vendors will be required to utilize the State's electronic commerce platform, including corporate credit card transactions, to procure goods and services.~~ **Additionally, vendors will be requested to utilize the State's electronic commerce platform, including corporate credit card transactions, to procure goods and services.**

**Specifically,** ~~Additionally,~~ contractors will be requested, to utilize the State's electronic commerce platform(s) to deliver goods and services via the Maryland Department of General Services **emarylandmarketplace.com**. **The Department of** General Services in conjunction with the Department of Budget and Management is conducting a pilot project with an electronic commerce application service provider. The intent of the project is to explore the benefits of eCommerce in the public procurement arena and to eventually move some of the state's procurement activities to an internet-based eCommerce system. Although involvement in this initiative is purely voluntary, the State of Maryland highly encourages your participation in this and any subsequent eCommerce projects as we feel that it will be mutually beneficial to the State and to you as our business partner. Successful offerors will be briefed on the status of the project and on what avenues of participation are available to them.

The Department of Budget and Management is seeking multiple contractors to provide State agencies with microcomputers and associated peripherals with services, printers and associated peripherals with services, Integrated Desktop Management (IDM) services, and Integrated Hardware Management (IHM) services. It is the intention of the State to acquire up to three Contractors for each product line and Category as defined in Section 1.2 of this RFP.

For microcomputers and printers, offerors may propose one or more product lines, subject to the preparation instructions stated in Section 4 of this RFP. All goods and services may be installed in existing and future LAN environments or as may be appropriate stand-alone.

The contractor will be allowed to offer only those items that the State has contracted with the contractor. Agencies that require equipment not covered by these contracts must follow the established purchasing procedures of the Department of Budget and Management (see Directive #2 Revised.) Contractors that attempt to deliver non-contract items are subject to termination for default.

#### 2.1 SCOPE OF WORK

**2.1.1** Unless otherwise indicated in this RFP, it is understood that any item offered is the same model indicated by its external label and source of manufacture. All components inside the system must be manufacturer approved unless otherwise noted, and therefore eligible for full manufacturer's warranty. Therefore, memory, monitors, adapters, mice, etc., while not necessarily installed by the manufacturer, must be the ones used by the manufacturer in assembling the product, thereby rendering the product subject to full warranty coverage. Any introduction or inclusion of components within any configuration procured as a result of this RFP which is not authorized by the manufacturer shall be a breach of the contract and grounds for termination of the contract for default or other remedies that may be available to the State under the contract. All parts must be new and unused.

**2.1.2 CATEGORIES OF OFFERINGS.** Each offer must be complete and shall meet all RFP requirements within the State defined category. Offerors may propose goods and services in some, one or all categories. Offerors may propose more than one product line within a category for the following:

- Category 1 - Microcomputers and Associated Peripherals with Services
- Category 2 - Printers and Associated Peripherals, with Services
- Category 3 - Integrated Desktop Management (IDM) Services
- Category 4 - Integrated Hardware Management (IHM) Services
- Category 5 – Commercial Off the Shelf Software (COTS)

Offerors must be able to provide all goods and services within a proposed category. Offers may propose in one, some or all categories. Offerors may provide multiple proposals within one, some or all categories (See Multiple Proposals, Section 1.13). The actual number of contractors can not be identified at this time. There a defined number of awardees that can be determined within Categories 1 & 2 product lines. A maximum of 3 vendors may be awarded contracts for the identified product lines. Additional awards for other products may occur if the State determines the additional products are desired.

Each proposed product line in each category must be prepared as a separate proposal and will be evaluated on its own merits. Only one proposal per product line.

**Warranty is a function of the category and contractor who provides services under that category and will not be offered separately.**

**2.1.3 NUMBER OF AWARDS PER CATEGORY AD IDENTIFIED PRODUCT LINES**

The following is a table of potential awards by category and identified product lines. Offerors may propose other product lines that are not identified. However, the State will not guarantee any awards for products other than those identified below. Offerors must be able to provide all goods and services within a proposed product line. Offerors may propose in one, some, or all categories. (See Multiple Proposals, Section 1.13) The awards identified below represent the maximum number of awards within each category and identified product line.

Category 1 Microcomputers		Category 2 Printers		Category 3 IDM		Category 4 IHM		Category 5 COTS	
Apple	3	Canon	3	W/Windows	2	W/Windows	2	W/Windows	3
Compaq	3	Epson	3	W/MAC OS	2	W/MAC OS	2	W/MAC OS	3
Dell	3	Hewlett/ Packard	3	W/LINUX	2	W/LINUX	2	W/LINUX	3
Gateway	3	Lexmark	3						
Hewlett/ Packard	3	Oce	3						
IBM	3	Texttronic	3						
Toshiba	3	Xerox	3						
Others	3	Others	3						
Totals	24	Totals	24	Totals	6	Totals	6	Totals	9

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Category 1 Microcomputers		Category 2 Printers		Category 3 <i>IDM</i>		Category 4 IHM		Category 5 COTS	
Apple	3	Canon	3	W/Windows	2	W/Windows	2	W/Windows	9
Compaq	3	Epson	3	W/MAC OS	2	W/MAC OS	2	W/MAC OS	
Dell	3	Hewlett/ Packard	3	W/LINUX	2	W/LINUX	2	W/LINUX	
Gateway	3	Lexmark	3						
Hewlett/ Packard	3	Oce	3						
IBM	3	Texttronic/ Xerox	3						
Toshiba	3								
Others	6	Others	6						
Totals	27	Totals	24	Totals	6	Totals	6	Totals	9

**The above contract awards for Categories One and Two will be increased by 1 each if acceptable proposals are received from both responsible Business-Government Resellers and Consumer Retailers representing the same manufacturer, if that manufacturer is one of the seven named above for Microcomputers or one of the six named above for Printers. If this occurs at least one award will be made for each category of offeror for that manufacturer.**

#### **2.1.4 Category 1 - Microcomputers and Associated Peripherals with Services**

**2.1.4.1** Offerors shall state the brand name product line of microcomputer hardware and associated peripherals they are proposing to sell to the State.

**2.1.4.2** Offerors shall describe in detail the following:

- 1 the overall management plan for supporting the contract. Include in the discussion:



- identification of the Offeror's sole point of contract's name, address, telephone numbers, pager number, etc.
  - the plan by which the Offeror will meet the required MBE sub-contracting goal and reporting requirements outlined in Attachment D.
  - how the Offeror, will act as a prime contractor for the awarded goods and services. Prime contractors shall be responsible in all matters required by this RFP for any and all hardware, software, documentation and all other products and services awarded. Subcontractors must be identified and their role stated. As sub-contractors are added or removed, the prime contractor must receive approval from the State. The State will only make any payments for goods and services to prime contractors. Subcontractors involved with assembly or maintenance of hardware and software must be certified by the applicable manufactures to do such work.
  - the plan including methods and formats to provide the following required monthly reports to the State's designated Contract Administrator by the 15th of the following month:
    1. **Monthly Summary by Agency:** A summary by State agency or other participating entity of the dollar value of all purchases under the contract during the preceding month.
    2. **Detail by Shipping Location:** A detail of all microcomputer purchases made during the preceding month by "ship-to" location. Such detail to include at a minimum the number and type of microprocessors and all peripherals.
    3. **Minority Business Reporting:** As detailed in Attachment D.
  - the contractor's plan to comply with reporting requirements. Vendor performance will be monitored closely by the State. Vendors will be evaluated on their abilities to deliver all goods and services awarded as a result of any contract.
- 2 the methods by which the Offeror shall make the products available for purchase (i.e. Internet, fax, mail, e-commerce, etc.).
  - 3 the level of support, if any, the Offeror shall receive from the manufacturer. Include with the support description a copy of any manufacturer's letters of support to the Offeror.
  - 4 the ability and methods to provide the products on a statewide contract which includes all counties and the City of Baltimore.
  - 5 the ability to provide installation services for all ordered items. Installation service is defined as unpacking, assembling equipment, installing all software required for the operation of the microcomputer as ordered (video, network, print drivers, etc.) and testing of the microcomputer. All microcomputers must be guaranteed virus-free.

6 the ability to meet the following performance period for acceptance:

The State requires a 30-calendar day performance period after installation is declared complete by the State before the State accepts the microcomputer from the contractor. Installation is complete when the designated on-site State contact person agrees that all contractor-required work, as outline in the State's order, is done. During the performance period, if the any item fails to perform as contracted and if the contractor fails to correct the failure within 5 State business days, the State at its sole option, may orderthe contractor to replace the failed item, or, terminate the project and require the contractor to remove all equipment at no cost or claim against the State.

**The State requires a 30-calendar day performance period for microcomputers delivered without installation by the contractor. The State has 30 days from receipt of items to test and install equipment. During the performance period, if the any item fails to perform as contracted and if the contractor fails to correct the failure within 5 State business days, the State may, at its sole option, order the Contractor to replace the failed item, or, terminate the project and require the contractor to remove all equipment at no cost or claim against the State.**

7 all manufacturers' warranty(ies) on the proposed products and the methods of obtaining warranty service. Include with the description how the Offeror will meet the following State requirements for on-site warranty:

- All microcomputer equipment and peripheral equipment purchased will have a minimum one-year on-site warranty for all parts and labor. If the manufacturer offers an on-site warranty greater than one year on site, the manufacturer's warranty will apply.
- The on-site warranty period will begin upon acceptance of the equipment by the State. Acceptance will occur upon completion of the Performance Period for Acceptance.
- On site warranty means the contractor's qualified technician will travel, if necessary, to the State facility where warranty service is required.
- Normal service hours will be between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State Holidays. Normal service shall be performed before the end of the next business day from receipt of notice by the agency requesting service.
- If it is necessary to remove any equipment for repair from a State site, the contractor will provide substitute equipment, at no cost to the State, for the time necessary to repair and return the State's equipment.
- In addition to the normal service hours, Offerors are to propose an optional 24 hour by 7 day warranty maintenance service with a response time of 4 hours from time notified by the State agency during the warranty period.

- 8 Post Warranty Maintenance (PWM) services on the proposed products and the methods of obtaining PWM services. Include with the description how the Offeror will meet the following State requirements for PWM service:
- All microcomputer equipment and peripherals shall have, at the State's option, an annual PWM for parts and labor. PWM shall be billable on a monthly basis per microcomputer, and shall be offered for each of three consecutive years beyond the warranty described in 2.1.4.2(8). If elected by the agency, PWM will commence immediately upon completion of the warranty period. Agencies must elect PWM prior to the expiration of the warranty period. Otherwise, agencies will not be allowed to elect PWM if past the expiration of the warranty or any subsequent option period.
  - PWM service hours will be between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State Holidays. PWM service shall be performed before the end of the next business day from receipt of notice by the agency requesting service.
  - If it is necessary to remove any equipment for repair from a State site, the contractor will provide substitute equipment, at no cost to the State, for the time necessary to repair and return the State's equipment.
  - In addition to this PWM, Offerors are to propose an optional 24 hour by 7 day warranty maintenance service with a response time of 4 hours from time notified by the State agency during the warranty period.
- 9 the Offeror's proposed delivery schedule(s) for the products offered and the methods of delivery. A delivery schedule begins upon the date of the State's delivery of an order to the contractor. The proposed delivery schedule shall be expressed in sequential days (Day 1 shall be the date the State's order is delivered to the contractor) and shall identify all benchmark days the Offeror believes are relevant through delivery day of the goods and services. Include in the discussion how the Offeror will meet the following requirements:
- Transportation and Delivery (Less than 50 units) - Contractor must provide prepaid delivery to any State eligible customer located within its geographic boundaries as stated in the Contractor's response to Section 2.1.4.2(9). Delivery time shall not exceed 45 days ARO for 50 units or less in quantity. On or before 21 days ARO, the vendor is required to notify the ordering agency in writing if for any reason the order or any part of the order is not expected to be delivered within the 45 days allowed for delivery. At this time (21 days ARO), if the order or parts thereof, is expected to be delivered late (46 or more days ARO), the ordering agency may amend or cancel the order without penalties of any kind. Or, at the option of the agency, may elect to establish a new delivery date (grace period) with the vendor (one grace period per order, verified in writing by both parties). Failure to communicate expected delays to the agency within the 21 day period, or failure to deliver within the 45 days ARO or the described negotiated grace period may subject the contractor to late delivery liquidated damages of 1% (one percent) per day of the total of the undelivered items or to termination for default of the of the master

contract. If the Offeror proposes more stringent transportation and delivery days, the Offeror's transportation and delivery days shall apply to this transportation and delivery statement.

- Transportation and Delivery (more than 50 units) - Contractor must provide prepaid delivery to any State eligible customer located within its geographic boundaries as stated in the Contractor's response to Section 2.1.4.2(9). Offerors shall propose delivery schedules, in increments of 50 units (or portions thereof), when quantities ordered are greater than 50 units. However, on or before 21 days ARO, the vendor is required to notify the ordering agency in writing if for any reason the order or any part of the order is not expected to be delivered within the contracted days allowed for delivery. At this time (21 days ARO), if the order or parts thereof, is expected to be delivered late, the ordering agency may amend or cancel the order without penalties of any kind. Or, at the option of the agency, may elect to establish a new delivery date (grace period) with the vendor (one grace period per order, verified in writing by both parties). Failure to communicate expected delays to the agency within the 21 day period, or failure to deliver within the contracted days ARO or the described negotiated grace period may subject the contractor to late delivery liquidated damages of 1% (one percent) per day of the total of the undelivered items.

10 the Offeror's ability to meet or exceed the following for the proposed products:

———~~Insert Product lines~~

- Underwriters Laboratories (UL) Certified. Include supporting documentation.

11 the proposed equipment general types of architecture and operating systems. Include in the discussion how the Offeror will meet the following State requirements:

- All processors included in an offering must run the most currently available versions of ~~anyone~~ any one of the following: Windows, MAC OS, or LINUX as the primary operating system, as appropriate.
- The most currently available version of Windows, MAC OS, or LINUX must be installed prior to the time of delivery. In addition, all software related to peripherals and/or adapters and ordered from the contractor must be installed by the contractor prior to the time of delivery.
- The State has established the Microsoft operating system as its primary platform for standardization of all microcomputers except where specific agency applications require either MAC OS or LINUX and have received prior approval from DBM/OIT.

12 the ability to provide demonstration or pilot projects for new technology in education. Include in the discussion how the Offeror will provide access for educational organizations to test new and innovative equipment technology via demonstration or pilots projects. Demonstrations and pilot projects are defined as the contractor providing to an educational organization, a limited amount of new or innovative

technology products, at little or no cost to that educational organization, for a limited period of time, not to exceed two years, to evaluate the new technology's effectiveness in improving student learning skills, abilities and knowledge. If the project is deemed effective by the educational organization, additional orders may be place with the contractor at the then current educational contract prices.

**13 In the event that the using Agency does not properly coordinate installation requirements and contractors are not able to install equipment as scheduled, and after waiting a reasonable amount of time, the Agency will pay 50% of the contracted installation price for each item delivered and set in place without hook-up. The Agency will determine if they can complete the installation internally. If not, and if the vendor must return to complete the installation the Agency will pay the full installation price for second trip. (e.g. Total installation price is \$100. Agency pays \$50 for an incomplete installation. If Agency requires return trip to complete the installation they will pay the full \$100 price. Total paid to vendor is \$150.**

## **2.1.5 Category 2 - Printers and Associated Peripherals with Services**

**2.1.5.1** Offerors shall state the brand name product line or generic name product line of printers and associated peripherals they are proposing to the State.

**2.1.5.2** Offerors shall describe in detail the following:

- 1 the overall management plan for supporting the contract. Include in the discussion:
  - identification of the Offeror's sole point of contact's name, address, telephone numbers, pager number, etc.
  - the plan by which the Offeror will meet the required MBE subcontracting goal and reporting requirements outlined in Attachment D.
  - how the Offeror, will act as a prime contractor for the awarded goods and services. Prime contractors shall be responsible in all matters required by this RFP for any and all hardware, software, documentation and all other products and services awarded. Subcontractors must be identified and their role stated. As subcontractors are added or removed, the prime contractor must receive approval from the State. The State will only make payments for goods and services to prime contractors. Subcontractors involved with assembly or maintenance of hardware and software must be certified by the applicable manufactures to do such work.
  - the plan including methods and formats to provide the following required monthly reports to the State's designated Contract Administrator by the 15th of the following month:
    1. **Monthly Summary by Agency:** A summary by State agency or other participating entity the dollar value of all purchases under the contract during the preceding month.
    2. **Detail by Shipping Location:** A detail of all printer purchases

made during the preceding month by "ship-to" location. Such detail to include at a minimum the number and type of printers and all peripherals.

3. **Minority Business Reporting:** As detailed in Attachment D.

- the contractor's plan to comply with reporting requirements. Vendor performance will be monitored closely by the State. Vendors will be evaluated on their abilities to deliver all goods and services awarded as a result of any contract.

- 2 the methods by which the Offeror shall make the products available for purchase (i.e. fully configured printer, parts, etc.).
- 3 the level of support, if any, the Offeror shall receive from the manufacturer. Include with the support description a copy of any manufacturer's letters of support to the Offeror.
- 4 the ability and methods to provide the products on a statewide contract which includes all counties and the City of Baltimore.
- 5 the ability to provide installation services for all ordered items. Installation service is defined as unpacking, assembling equipment, installing all software required for the operation of the printer as ordered and testing of the printer. Printers must be guaranteed virus-free.
- 6 the ability to meet the following performance period for acceptance:

The State requires a 30-calendar day performance period after installation is declared complete by the State before the State accepts the printer from the contractor. Installation is complete when the designated on-site State contact person agrees that all contractor-required work, as outline in the State's order, is done. During the performance period, if the any item fails to perform as contracted and if the contractor fails to correct the failure within 5 State business days, the State may, at its sole option, order the Contractor to replace the failed item, or, terminate the project and require the contractor to remove all equipment at no cost or claim against the State.

**The State requires a 30-calendar day performance period for printers delivered without installation by the contractor. The State has 30 days from receipt of items to test and install equipment. During the performance period, if the any item fails to perform as contracted and if the contractor fails to correct the failure within 5 State business days, the State may, at its sole option, order the Contractor to replace the failed item, or, terminate the project and require the contractor to remove all equipment at no cost or claim against the State.**

- 7 all manufacturers' warranty(ies) on the proposed products and the methods of obtaining warranty service. Include with the description how the Offeror will meet the following State requirements for onsite warranty **or at the contractor's option describe an equipment exchange for this category, all costs incurred for**

**shipping shall be borne by the contractor:**

- All printer and peripheral equipment purchased will have a minimum one-year on-site warranty for all parts and labor. If the manufacturer offers an on-site warranty greater than one year on-site, the manufacturer's warranty will apply.
- The on-site warranty period will begin upon acceptance of the equipment by the State. Acceptance will occur upon completion of the Performance Period for Acceptance.
- On site warranty means the contractor's qualified technician will travel, if necessary, to the State facility where warranty service is required.
- Normal service hours will be between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State Holidays. Normal service shall be performed before the end of the next business day from receipt of notice by the agency requesting service.
- If it is necessary to remove any equipment for repairs from a State site, the contractor will provide substitute equipment, at no cost to the State, for the time necessary to repair and return the State's equipment.

8 Post Warranty Maintenance (PWM) services on the proposed products and the methods of obtaining PWM services. Include with the description how the Offeror will meet the following State requirements for PWM service:

- All printer equipment and peripheral equipment shall have, at the State's option, an annual PWM for parts and labor. PWM shall be billable on a monthly basis per printer and shall be offered for each of three consecutive years beyond the warranty. If elected by the agency, PWM will commence immediately upon completion of the warranty period. Agencies must elect PWM prior to the expiration of the warranty period. Otherwise, agencies will not be allowed to elect PWM if past the expiration of the warranty period or any subsequent optional period.
- PWM service hours will be between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State Holidays. PWM service shall be performed before the end of the next business day from receipt of notice by the agency requesting service.
- If it is necessary to remove any equipment for repair from a State site, the contractor will provide substitute equipment, at no cost to the State, for the time necessary to repair and return the State's equipment.

9 the Offeror's proposed delivery schedule(s) for the products offered and the methods of delivery. A delivery schedule begins upon the date of the State's delivery of an order to the contractor. The proposed delivery schedule shall be expressed in sequential days (Day 1 shall be the date the State's order is delivered to the contractor) and shall identify all benchmark days the Offeror believes are relevant through delivery day of the goods and services. Include in the discussion how the Offeror will meet the following requirements:

- Transportation and Delivery (Less than 50 units) -Contractor must provide prepaid delivery to any State eligible customer located within its geographic boundaries as stated in the Contractor's response to Section 2.1.5.2(9). Delivery time shall not exceed 45 days After Receipt of Order (ARO) for 50 units or less in quantity. On or before 21 days ARO, the vendor is required to notify the ordering agency in writing if for any reason the order or any part of the order is not expected to be delivered within the 45 days allowed for delivery. At this time (21 days ARO), if the order or parts thereof, is expected to be delivered late (46 or more days ARO), the ordering agency may amend or cancel the order without penalties of any kind. Or, at the option of the agency, may elect to establish a new delivery date (grace period) with the vendor (one grace period per order, verified in writing by both parties). Failure to communicate expected delays to the agency within the 21 day period, or failure to deliver within the 45 days ARO or the described negotiated grace period may subject the contractor to late delivery liquidated damages of 1% (one percent) per day of the total of the undelivered items. If the Offeror proposes more stringent transportation and delivery days, the Offerors transportation and delivery days shall apply to this transportation and delivery statement.
- Transportation and Delivery (more than 50 units) - Contractor must provide prepaid delivery to any State eligible customer located within its geographic boundaries as stated in the Contractor's response to Section 2.1.5.2(9). Offerors shall propose delivery schedules, in increments of 50 units (or portions thereof), when quantities ordered are greater than 50 units. However, on or before 21 days ARO, the vendor is required to notify the ordering agency in writing if for any reason the order or any part of the order is not expected to be delivered within the contracted days allowed for delivery. At this time (21 days ARO), if the order or parts thereof, is expected to be delivered late, the ordering agency may amend or cancel the order without penalties of any kind. Or, at the option of the agency, may elect to establish a new delivery date (grace period) with the vendor (one grace period per order, verified in writing by both parties). Failure to communicate expected delays to the agency within the 21 day period, or failure to deliver within the contracted days ARO or the described negotiated grace period may subject the contractor to late delivery liquidated damages of 1% (one percent) per day of the total of the undelivered items.

10 the Offeror's ability to meet the following for the proposed products:

- All printers included in your offering must be laser or inkjet printers capable of attaching to the parallel and/or serial and/or USB ports of microcomputers. Identify any known microcomputers the proposed printers will be not attach to via a parallel, serial or USB port.
- Laser printers must also have the capability of attaching directly to token ring and ethernet networks, and supporting TCP/IP protocols at a minimum.



11 the proposed equipment, general types of architecture and operating systems. Include in the discussion how the Offeror will meet the following State requirements:

- All printers included in an offering must be compatible with microcomputers that run the most currently available versions of Windows, MAC OS, or LINUX as the primary operating system.
- All printers included in an offering must be compatible with microcomputers that have the most currently available versions of Windows, MAC OS or LINUX. In addition, all software **drivers, firmware and memory** related to printer peripherals and/or adapters ordered from the contractor must be installed by the contractor **at or before** prior to the time of delivery
- The State has established the Microsoft operating system as its primary platform for standardization of all microcomputers except where specific agency applications require either MAC OS or LINUX and have received prior approval from DBM/OIT.

**12 In the event that the using Agency does not properly coordinate installation requirements and contractors are not able to install equipment as scheduled, and after waiting a reasonable amount of time, the Agency will pay 50% of the contracted installation price for each item delivered and set in place without hook-up. The Agency will determine if they can complete the installation internally. If not, and if the vendor must return to complete the installation the Agency will pay the full installation price for second trip. (e.g. Total installation price is \$100. Agency pays \$50 for an incomplete installation. If Agency requires return trip to complete the installation they will pay the full \$100 price. Total paid to vendor is \$150.**

## **2.1.6 Category 3 - Integrated Desktop Management (IDM)**

### **2.1.6.1 THE PROBLEM**

Some State agencies do not have or are extremely limited in, IT staff support that can provide IDM to the agency. The State is seeking Offerors that can provide the defined IDM support in order to allow those State agencies to focus on their core responsibilities and thus rely on the contractor to support the agency's IDM needs. The State makes no representation as to any actual level of services that may be purchased as a result of contracting for IDM. Nor does the State have any actual information on the number of agencies that may choose to consider IDM.

### **2.1.6.2 COMPENSATION AND METHOD OF PAYMENT**

The State shall process contractor payments within 30 days of receipt of an accurate and verified contractor invoice. IDM services shall be invoiced on a monthly basis at the contracted prices. Monthly billing shall be in increments of desktop units and any one-time charges incurred during the billing cycle. The contractor shall submit an invoice to the State designated personnel for the previous month's service work no later than the 15th of the following month.

### **2.1.6.3 CONTRACT PERIOD**

Each IDM project will be independent of any other IDM project. The IDM contract period is two years from the date of award (See Section 1.22, Contract Period) with additional State options. However, as it pertains to each individual order placed by the State, the term shall be two years from the date of successful completion of the performance period for acceptance. Upon the completion of this two-year period and at the sole discretion of the agency, the agency may elect to continue IDM in one-year increments. The total contract period shall not exceed a total of 5 years.

#### **2.1.6.4 THE SOLUTION**

The State is seeking to establish contract(s) with selected Offerors that can provide the full range of defined IDM services for a monthly fee per desktop. Offerors proposing IDM to the State shall:

**2.1.6.5** state the IDM brand name product line or generic name product line the Offeror is proposing to the State.

**2.1.6.6** describe in detail the following:

- 1 the overall management plan for supporting the IDM contract. Include in the discussion:
  - identification of the Offeror's sole point of contact include name, address, telephone numbers, pager number, etc.
  - the plan by which the Offeror will meet the required MBE subcontracting goal and reporting requirements outlined in Attachment D.
  - how the Offeror, as a result of the contract awarded, will act as a prime contractor for the awarded IDM services. Prime contractors shall be responsible in all matters required by the RFP for any and all hardware, software, documentation and all other products and services awarded. Subcontractors must be identified and their role stated. As subcontractors are added or removed, the prime contractor must receive approval from the State. The State will only make payments for IDM to prime contractors. Sub-contractors involved with assembly or maintenance of hardware and software must be certified by the applicable manufactures to do such work.
  - the plan including methods and formats to provide the following required monthly reports to the State's designated Contract Administrator by the 15th of the following month:
    1. **Monthly Summary by Agency:** A summary by State agency or other participating entity the dollar value of IDM services provided under the contract during the preceding month.
    2. **Detail by Shipping Location:** A detail of all IDM purchases made during the preceding month by "ship-to" location. Such detail to include at a minimum the number and type of microprocessors and all peripherals.

3. **Minority Business Reporting:** As detailed in Attachment D.

- the contractor's plan to comply with reporting requirements. Vendor performance will be monitored closely by the State. Vendors will be evaluated on their abilities to deliver all goods and services awarded as a result of any contract.

- 2 the level of support, if any, the Offeror shall receive from the manufacturer. Include with the support description a copy of any manufacturer's letters of support to the Offeror.
- 3 the ability and methods to provide the products on a statewide contract which includes all counties and the City of Baltimore.
- 4 the ability to provide turnkey installation services for all ordered IDMs. Installation service is defined as unpacking, assembling, and installing all equipment and software required for the operation of the IDM, and testing of the IDM. All equipment must be guaranteed virus-free.
- 5 the ability to meet the following performance period for acceptance:

The State requires a 30-calendar day performance period after installation is declared complete by the State before the State accepts the IDM from the contractor. Installation is complete when the designated on-site State contact person agrees that all contractor-required work, as outline in the State's order, is done. During the performance period, if the any item fails to perform as contracted and if the contractor fails to correct the failure within 5 State business days, the State may, at its sole option, order the contractor to replace the failed item, or, terminate the project and require the contractor to remove all equipment at no cost or claim against the State.

- 6 the Offeror's proposed delivery schedule(s) for the IDM offered and the methods of delivery. A delivery schedule begins upon the date of the State's delivery of an IDM order to the contractor. The proposed delivery schedule shall be expressed in sequential days (Day 1 shall be the date the State's order is delivered to the contractor) and shall identify all benchmark days the Offeror believes are relevant through delivery day of the goods and services. Include in the discussion how the Offeror will meet the following requirements:
  - Transportation and Delivery (Less than 50 desktops) - Contractor must provide prepaid delivery to any State eligible customer located within its geographic boundaries as stated in the Contractor's response to Section 2.1.6.6(6). It is mandatory that delivery time be no longer than 45 days After Receipt of Order (ARO) for 50 desktops or less in quantity. On or before 21 days ARO, the vendor is required to notify the ordering agency in writing if for any reason the order or any part of the order is not expected to be delivered within the 45 days allowed for delivery. At this time (21 days ARO), if the order or parts thereof, is expected to be delivered late (46 or more days ARO), the ordering agency may amend or cancel the order without penalties of any kind. Or, at the option of the agency, may elect to establish a new delivery date (grace period) with the vendor (one grace period per order, verified in writing by both parties).

Failure to communicate expected delays to the agency within the 21 day period, or failure to deliver within the 45 days ARO or the described negotiated grace period may subject the contractor to late delivery penalties of 1% (one percent) per day of the total of the undelivered items. If the Offeror proposes more stringent transportation and delivery days, the Offeror's transportation and delivery days shall apply to this transportation and delivery statement.

- Transportation and Delivery (more than 50 units) - Contractor must provide prepaid delivery to any State eligible customer located within its geographic boundaries as stated in the Contractor's response to Section 2.1.6.6(6). Offerors shall propose delivery schedules, in increments of 50 desktops (or portions thereof), when quantities ordered are greater than 50 desktops. However, on or before 21 days ARO, the vendor is required to notify the ordering agency in writing if for any reason the order or any part of the order is not expected to be delivered within the contracted days allowed for delivery. At this time (21 days ARO), if the order or parts thereof, is expected to be delivered late, the ordering agency may amend or cancel the order without penalties of any kind. Or, at the option of the agency, may elect to establish a new delivery date (grace period) with the vendor (one grace period per order, verified in writing by both parties). Failure to communicate expected delays to the agency within the 21 day period, or failure to deliver within the contracted days ARO or the described negotiated grace period may subject the contractor to late delivery penalties of 1% (one percent) per day of the total of the undelivered items.

7 IDM desktop baseline the Offeror is proposing. Include in the discussion:

- the minimum number of desktops (Offeror baseline) that would be supported in any one order.
- the incremental levels of desktops above the baseline that the Offeror will support in any one order.
- identify and provide product specifications of baseline desktop, including hardware, software, and peripherals that will be offered as part of the baseline desktop.
- how the Offeror will include the following software programs for each desktop:
  - 1) Current version of Microsoft Office Suite, and ;
  - 2) Current version of GroupWise or Exchange as the agency desires and approved by DBM/OIT.
- identification of all other software applications installed by the Offeror or manufacturer on each baseline desktop.

8 the methods by which the Offeror will accommodate the following State requirement:

- the State reserves the right to install additional program software on any desktop as may be required to meet an agency responsibility. State

installed software will be the responsibility of the State.

- 9 the proposed IDM general type of architecture and operating systems. Include in the discussion how the Offeror will meet the following State requirements:
- All processors included in an IDM offering must run the most currently available versions of Windows, MAC OS, or LINUX as the primary operating system.
  - The most currently available version of Windows, MAC OS, or LINUX must be installed prior to the time delivered.
  - The State has established the Microsoft operating system as its primary platform for standardization of all microcomputers except where specific agency applications that require either MAC OS or LINUX and have received prior approval from DBM/OIT.
- 10 the industry standards to which the IDM offering will adhere to and support during the life of the contract.
- 11 IDM maintenance support to be provided. Include warranty, preventive maintenance, and post warranty support. Identify any remote maintenance and the methods of access to the system. Include how the Offeror will adhere to the following statement:
- Normal service hours will be between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State Holidays. Normal service shall be performed before the end of the next business day from receipt of notice by the agency requesting service.
  - If it is necessary to remove any equipment for repairs from a State site, the contractor will provide substitute equipment, at no cost to the State, for the time necessary to repair and return the State's equipment.
- 12 types and levels of data security the Offeror will provide to an IDM agency. Include acknowledgment of and agreement to comply with the State's Data Security Policy, Attachment G.
- 13 other subject matter that is related to IDM services and that the State may wish to consider but was not identified within the problem and solution statements.

## **2.1.7 Category 4 - Integrated Hardware Management (IHM)**

### **2.1.7.1 THE PROBLEM**

Some State agencies do not have or are extremely limited in, fiscal resources that can provide IHM to the agency. The State is seeking Offerors that can provide the defined IHM support in order to allow those State agencies to focus on their core responsibilities and thus rely on the contractor to support the agencies IHM needs. The State makes no representation as to any actual level of services that may be consumed as a result of contracting for IHM. Nor does the State have any actual information on the number of agencies that may choose to consider IHM.

## **2.1.7.2 COMPENSATION AND METHOD OF PAYMENT**

The State shall process contractor payments within 30 days of receipt of an accurate and proper contractor invoice. IHM services shall be invoiced on a monthly basis and at the contracted prices. Monthly billing shall be in increments of desktop units and any one-time charges incurred during the billing cycle. The contractor shall submit an invoice to the State designated personnel for the previous month's service work no later than the 15th of the following month.

## **2.1.7.3 CONTRACT PERIOD**

Each IHM project will be independent of any other IHM project. The IHM contract period is two years from the date of award (See Section 1.22, Contract Period) with additional State options. However, as it pertains to each agency order placed by the State, the term shall be two years from the date of successful completion of the performance period for acceptance. Upon the completion of this two-year period and at the sole discretion of the agency, the agency may elect to continue IHM in one-year increments but shall not exceed a total of 5 years.

## **2.1.7.4 THE SOLUTION**

The State is seeking to establish contract(s) with selected Offerors that can provide the full range of defined IHM services for a monthly fee per desktop. Offerors proposing IHM to the State shall:

**2.1.7.5** state the IHM brand name product line or generic name product line the Offeror is proposing to the State.

**2.1.7.6** describe in detail the following:

- 1 the overall management plan for supporting the IHM contract. Include in the discussion:
  - identification of the Offeror's sole point of contact include name, address, telephone numbers, pager number, etc.
  - the plan by which the Offeror will meet the required MBE subcontracting goal and reporting requirements outlined in Attachment D.
  - how the Offeror, as a result of the contract awarded, will act as a prime contractor for the awarded IHM services. Prime contractors shall be responsible in all matters required by the RFP for any and all hardware, software, documentation and all other products and services awarded. The prime contractor must provide a statement that it will be responsible for all products and services provided to satisfy the requirements and specifications of this IHM RFP. Subcontractors must be identified and their role stated. As subcontractors are added or removed, the prime contractor must receive approval from the State. The State will only make any payments for goods and services to prime contractors. Subcontractors involved with assembly or maintenance of hardware and software must be certified by the applicable manufactures to do such work.
  - the plan including methods and formats to provide the following required monthly reports to the State's designated Contract Administrator by the

15th of the following month:

1. **Monthly Summary by Agency:** A summary by State agency or other participating entity all dollars spent via the contract during the preceding month.
  2. **Detail by Shipping Location:** A detail of all IHM purchases made during the preceding month by "ship-to" location. Such detail to include at a minimum the number and type of microprocessors and all peripherals.
  3. **Minority Business Reporting:** As detailed in Attachment D.
    - the contractor's plan to comply with reporting requirements. Vendor performance will be monitored closely by the State. Vendors will be evaluated on their abilities to deliver all goods and services awarded as a result of any contract.
- 2 the level of support, if any, the Offeror shall receive from the manufacturer. Include with the support description a copy of any manufacturer's letters of support to the Offeror.
- 3 the ability and methods to provide the products on a statewide contract which includes all counties and the City of Baltimore.
- 4 the ability to provide turnkey installation services for all ordered IHMs. Installation service is defined as unpacking, assembling, and installing all equipment and software required for the operation of the IHM, and testing of the IHM. Installed IHM must be guaranteed virus-free.
- 5 the ability to meet the following performance period for acceptance:
- The State requires a 30-calendar day performance period after installation is declared complete by the State before the State accepts the IHM from the contractor. Installation is complete when the designated on-site State contact person agrees that all contractor-required work, as outline in the State's order, is done. During the performance period, if the any item fails to perform as contracted and if the contractor fails to correct the failure within 5 State business days, the contractor may, at the State's sole option, be ordered by the State to replace the failed item, or, terminate the project and require the contractor to remove all equipment at no cost or claim against the State.
- 6 the Offeror's proposed delivery schedule(s) for the IHM offered and the methods of delivery. A delivery schedule begins upon the date of the State's delivery of an IHM order to the contractor. The proposed delivery schedule shall be expressed in sequential days (Day 1 shall be the date the State's order is delivered to the contractor) and shall identify all benchmark days the Offeror believes are relevant through delivery day of the goods and services. Include in the discussion how the Offeror will meet the following requirements:
- Transportation and Delivery (Less than 50 desktops) - Contractor must provide prepaid delivery to any State eligible customer located within its

geographic boundaries as stated in the Contractor's response to Section 2.1.7.6(6). It is mandatory that delivery time be no longer than 45 days After Receipt of Order (ARO) for 50 desktops or less in quantity. On or before 21 days ARO, the vendor is required to notify the ordering agency in writing if for any reason the order or any part of the order is not expected to be delivered within the 45 days allowed for delivery. At this time (21 days ARO), if the order or parts thereof, is expected to be delivered late (46 or more days ARO), the ordering agency may amend or cancel the order without penalties of any kind. Or, at the option of the agency, may elect to establish a new delivery date (grace period) with the vendor (one grace period per order, verified in writing by both parties). Failure to communicate expected delays to the agency within the 21 day period, or failure to deliver within the 45 days ARO or the described negotiated grace period may subject the contractor to late delivery penalties of 1% (one percent) per day of the total of the undelivered items. If the Offeror proposes more stringent transportation and delivery days, the Offeror's transportation and delivery days shall apply to this transportation and delivery statement.

- Transportation and Delivery (more than 50 units) - Contractor must provide prepaid delivery to any State eligible customer located within its geographic boundaries as stated in the Contractor's response to Section 2.1.7.6(6). Offerors shall propose delivery schedules, in increments of 50 desktops (or portions thereof), when quantities ordered are greater than 50 desktops. However, on or before 21 days ARO, the vendor is required to notify the ordering agency in writing if for any reason the order or any part of the order is not expected to be delivered within the contracted days allowed for delivery. At this time (21 days ARO), if the order or parts thereof, is expected to be delivered late, the ordering agency may amend or cancel the order without penalties of any kind. Or, at the option of the agency, may elect to establish a new delivery date (grace period) with the vendor (one grace period per order, verified in writing by both parties). Failure to communicate expected delays to the agency within the 21 day period, or failure to deliver within the contracted days ARO or the described negotiated grace period may subject the contractor to late delivery penalties of 1% (one percent) per day of the total of the undelivered items.

7 IHM desktop baseline the Offeror is proposing. Include in the discussion:

- the minimum number of desktops (Offeror baseline) that would be supported in any one order.
- the incremental levels of desktops above the baseline that the Offeror will support in any one order.
- identify and provide product specifications of baseline desktop, including hardware, software, and peripherals that will be offered as part of the baseline desktop.
- identification of all other software applications installed by the Offeror or manufacturer on each baseline desktop.



- 8 the methods by which the Offeror will accommodate the following State requirement:
- the State reserves the right to install additional program software on any desktop as may be required to meet an agency responsibility. State installed software will be the responsibility of the State.
- 9 the proposed IHM general type of architecture and operating systems. Include in the discussion how the Offeror will meet the following State requirements:
- All processors included in an IHM offering must run the most currently available versions of Windows, MAC OS, or LINUX as the primary (NATIVE) operating system.
  - The most currently available version of Windows, MAC OS, or LINUX must be installed prior to the time of delivery.
  - The State has established the Microsoft operating system as its primary platform for standardization of all microcomputers except where specific agency applications that require either MAC OS or LINUX and have received prior approval from DBM/OIT.
- 10 the industry standards to which the IHM offering will adhere to and support during the life of the contract.
- 11 IHM maintenance support to be provided. Include warranty, preventive maintenance, and post warranty support. Identify any remote maintenance and the methods of access to the system. Include how the Offeror will adhere to the following statement:
- Normal service hours will be between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State Holidays. Normal service shall be performed before the end of the next business day from receipt of notice by the agency requesting service.
  - If it is necessary to remove any equipment for repairs from a State site, the contractor will provide substitute equipment, at no cost to the State, for the time necessary to repair and return the State's equipment.
- 12 types and levels of data security the Offeror will provide to an IHM agency. Include acknowledgment of and agreement to comply with the State's Data Security Policy, Attachment G.
- 13 other subject matter that is related to IHM services and that the State may wish to consider but was not identified within the problem and solution statements.

## **2.1.8 Category 5 - Commercial-Off-The-Shelf (COTS) Software with Services**

**2.1.8.1** Offerors shall state the COTS software products they are proposing to sell to the State.

- 1 The offeror will provide software packages that will operate in one of the following operating systems: Windows, MAC or LINUX and that work on the platforms

that the State uses which are IBM compatible personal computers and Apple computer products. Unless otherwise specified, the offeror will provide the most current version, upgrades or enhancements. All purchased software must be guaranteed virus-free.

**2.1.8.2 Offerors shall describe in detail the following:**

- 1 the overall management plan for supporting the contract. Include in the discussion:
  - identification of the Offeror's sole point of contract's name, address, telephone numbers, pager number, etc.
  - the plan by which the Offeror will meet the required MBE sub-contracting goal and reporting requirements outlined in Attachment D.
  - how the Offeror, as a result of the contract awarded, will act as a prime contractor for the awarded goods and services. Prime contractors shall be responsible in all matters required by this RFP for any and all purchased COTS software, documentation and all other services awarded. The prime contractor must provide a statement that it will be responsible for all products and services provided to satisfy the requirements and specifications of this RFP. Subcontractors must be identified and their role stated. As sub-contractors are added or removed, the prime contractor must receive approval from the State. The State will only make any payments for goods and services to prime contractors. Personnel involved with maintenance of software must be certified by the applicable manufactures to do such work.
  - the plan including methods and formats to provide the following required monthly reports to the State's designated Contract Administrator by the 15th of the following month:
    1. **Monthly Summary by Agency:** A summary by State agency or other participating entity all dollars spent via the contract during the preceding month.
    2. **Detail by Shipping Location:** A detail of all microcomputer purchases made during the preceding month by "ship-to" location. Such detail to include at a minimum the number and type of microprocessors and all peripherals.
    4. **Minority Business Reporting:** As detailed in Attachment D.
  - the contractor's plan to comply with reporting requirements. Vendor performance will be monitored closely by the State. Vendors will be evaluated on their abilities to deliver all goods and services awarded as a result of any contract.
- 2 the methods to provide upon request from State agency representatives:
  1. product information prior to purchase of software;
  2. advice on products in terms of functionality, compatibility, and

- appropriateness of application;
  3. information about software manufacturers or publishers such as name and address of company and marketing and technical support phone numbers;
  4. documentation manuals for State purchase offered by entities other than the original software manufacturer or publisher;
  5. software products that allow access and utilization for disabled individuals. (Examples of accessibility requirements include keyboard access to all functions of application equivalents to mouse actions, descriptions or labels for data fields immediately next to the field, logical tabbing order among fields and selectable visual and auditory indication of key status for the Number Lock, Shift/Caps Lock, and Scroll Lock keys; and,
  6. with the option to place orders on the internet, telephone, facsimile or U. S. mail.
- 3 the level of support, if any, the Offeror shall receive from the manufacturer. Include with the support description a copy of any manufacturer's letters of support to the Offeror.
- 4 the return policy whereby unopened, damaged, or defective software may be returned for full credit or refund, to include all costs. Offerors shall specify the terms of their return policy. ~~Include in the discussion how the offeror will meet the following statement:~~ **Note that the State will not pay restocking fees.**
- 5 the ability and methods to provide the products on a statewide contract which includes all counties and the City of Baltimore.
- 6 the ability to provide installation services for all ordered items. Installation service is defined as installing purchased software and testing of the software.
- 7 the ability to meet the following performance period for acceptance:
 

The State requires a 30-calendar day performance period after installation is declared complete by the State before the State accepts the software from the contractor. Installation is complete when the designated on-site State contact person agrees that all contractor-required work, as outline in the State's order, is done. During the performance period, the software must perform as contracted. If the software fails during this period and the contractor fails to correct the problem within 5 State business days of being notified by the State, the contractor may, at the State's sole option, be ordered by the State to replace the failed software, or, terminate the order and require the contractor to remove the software at no cost or claim against the State.
- 8 all manufacturers' warranty(ies) on the proposed products and the methods of obtaining warranty service. Include with the description how the Offeror will meet the following State requirements for on-site warranty:
  - All COTS software purchased will have a minimum one-year on-site warranty including labor. If the manufacturer offers an on-site warranty greater than one year on site, the manufacturer's warranty will apply.

- The on-site warranty will begin upon acceptance of the software by the State. Acceptance will occur upon completion of the Performance Period for Acceptance.
- On site warranty means the contractor's qualified technician will remotely access or travel, if necessary, at no additional cost to the State facility where warranty service is required.
- Normal service hours will be between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State Holidays. Normal service shall be performed before the end of the next business day from receipt of notice by the agency requesting service.
- In addition to the normal service hours, Offerors are to propose an optional 24 hour by 7 day warranty maintenance service with a response time of 4 hours from time notified by the State agency during the warranty period.

9 ~~Post Warranty Maintenance (PWM) services on the proposed COTS software and the methods of obtaining PWM services. Include with the description how the Offeror will meet the following State requirements for PWM service:~~

- ~~— All COTS software shall have, at the State's option, an annual Post Warranty Maintenance (PWM) for maintenance including labor. PWM shall be billable on a monthly basis. PWM shall be offered for each of three consecutive years beyond the warranty. If elected by the agency, PWM will commence immediately upon completion of the warranty period. Agencies must elect PWM prior to the expiration of the warranty period. Otherwise, agencies will not be allowed to elect PWM if past the expiration of the warranty or any subsequent option period.~~
- ~~— PWM service hours will be between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State Holidays. PWM service shall be performed before the end of the next business day from receipt of notice by the agency requesting service.~~
- ~~— In addition to this PWM, Offerors are to propose an optional 24 hour by 7 day warranty maintenance service with a response time of 4 hours from time notified by the State agency during the warranty period.~~

10 the Offeror's proposed delivery schedule(s) for the COTS software offered and the methods of delivery. A delivery schedule begins upon the date of the State's delivery of an order to the contractor. The proposed delivery schedule shall be expressed in sequential days (Day 1 shall be the date the State's order is delivered to the contractor) and shall identify all benchmark days the Offeror believes are relevant through delivery day of the goods and services. Include in the discussion how the Offeror will meet the following requirements:

- Transportation and Delivery (for items in inventory) - Contractor must provide prepaid delivery to any State eligible customer located within the State's geographic boundaries. It is mandatory that delivery time be no longer than 5 business days After Receipt of Order (ARO) for items in

inventory. On or before 5 days ARO, the vendor is required to notify the ordering agency in writing if for any reason the order or any part of the order is not expected to be delivered within the 5 days allowed. At this time (5 days ARO), if the order or parts thereof, is expected to be delivered late (6 or more days ARO), the ordering agency may amend or cancel the order without penalties of any kind. Or, at the option of the agency, may elect to establish a new delivery date (grace period) with the vendor (one grace period per order, verified in writing by both parties). Failure to communicate expected delays to the agency within the 5 day period, or failure to deliver within the 5 days ARO or the described negotiated grace period may subject the contractor to late delivery penalties of 1% (one percent) per day of the total of the undelivered items. If the Offeror proposes more stringent transportation and delivery days, the Offeror's transportation and delivery days shall apply to this transportation and delivery statement.

- Transportation and Delivery (for items not in inventory) - Contractor must provide prepaid delivery to any State eligible customer located within the State's geographic boundaries. It is mandatory that delivery time be no longer than 10 business days After Receipt of Order (ARO) for items not in inventory. On or before 10 days ARO, the vendor is required to notify the ordering agency in writing if for any reason the order or any part of the order is not expected to be delivered within the 5 days allowed. At this time (10 days ARO), if the order or parts thereof, is expected to be delivered late (11 or more days ARO), the ordering agency may amend or cancel the order without penalties of any kind. Or, at the option of the agency, may elect to establish a new delivery date (grace period) with the vendor (one grace period per order, verified in writing by both parties). Failure to communicate expected delays to the agency within the 10 day period, or failure to deliver within the 10 days ARO or the described negotiated grace period may subject the contractor to late delivery penalties of 1% (one percent) per day of the total of the undelivered items. If the Offeror proposes more stringent transportation and delivery days, the Offeror's transportation and delivery days shall apply to this transportation and delivery statement.

~~11 the Offeror's ability to meet or exceed the following for the proposed products:~~

- ~~— ISO 9000 or equivalent industry standards. Include all documentation.~~
- ~~— Underwriters Laboratories (UL) Certified. Include supporting documentation.~~

12 the proposed software general types functionality within operating systems and hardware. Include in the discussion how the Offeror will meet the following State requirements:

- All software included in an offering must run on at least one of the currently available versions of Windows, MAC OS, or LINUX as the primary (NATIVE) operating system. Identify the operating systems the software will run on.

- The most currently available versions of software that operate on Windows, MAC OS, or LINUX must be installed prior to the time of delivery.
- The State has established the Microsoft operating system as its primary platform for standardization of all microcomputers except where specific agency applications require either MAC OS or LINUX and have received prior approval from DBM/OIT.

- 13 the ability to provide demonstration or pilot projects for new software technology in education. Include in the discussion how the Offeror will provide access for educational organizations to test new and innovative software technology via demonstration or pilots projects. Demonstrations and pilot projects are defined as the contractor providing to an educational organization, a limited amount of new or innovative software products, at little or no cost to that educational organization, for a limited period of time, not to exceed two years, to evaluate the new technology's effectiveness in improving student learning skills, abilities and knowledge. If the project is deemed effective by the educational organization, additional orders may be place with the contractor at the then current educational contract prices.
- 14 Furnish price lists or catalogs of a comprehensive listing of products that meet the needs of State agencies or other authorized users, in both written and electronic formats, to include the Internet. A listing of products that will be made available to the State must be provided with the technical bid. Upon award of contract, pricing information provided must be complete, updated at least quarterly, and provide details on shipping costs, volume discounts, enterprise licenses, purchases with and without documentation and other relevant cost information. Changes in prices should be posed within five days of the effective date. Advance notice of price changes is preferred when possible. Cost reductions by software publishers should be passed on immediately to State agencies.

### **Section 2.1.8.3 Microsoft Select 5.1 Agreement**

**Offerors are advised that the State of Maryland currently has in place a Microsoft Select 5.0 Agreement for State and Local Governments. Details of this agreement are as follows:**

**Program: State and Local Government Select 5.1**

**Customer Name: Department of Budget and Management**

**Large Account Reseller: Compaq Computer Corporation**

**Enrollment No.: none received to date**

**Agreement No.: 01S50663**

**Effective Date: 10/10/2000**

**Initial Effective End Date: 10/31/2002**

**Extension Effective End Date: 10/31/2004**

**DHL AWB# to the end customer: 9481970374**

**Product/Pool Offerings available under this State and Local Government Select 5.1 Agreement are as follows:**

<b><u>License Type</u></b>	<b><u>Product Pool</u></b>	<b><u>Level</u></b>
<b><u>Select VLP</u></b>	<b><u>Applications</u></b>	<b><u>Level D</u></b>
<b><u>Select VLP</u></b>	<b><u>Systems</u></b>	<b><u>Level C</u></b>

<u>Select VLP</u>	<u>Servers</u>	<u>Level B</u>
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**Contractors will be required to participate in the program in order to provide Microsoft products.**

## **2.1.9 PRODUCT SUBSTITUTION/REPLACEMENT**

**2.1.9.1** The Contractor may substitute or replace products on contract that are of an equal or greater, performance and value only upon the written approval of the Procurement Officer.

**2.1.9.2** Any request for substitution or replacement must be in writing from the Contractor. The request must include the reason, all substitution/replacement product documentation, literature, etc. as required by this solicitation, and the cost. The cost of any substitution/replacement shall not exceed the price of the item being substituted or replaced.

## **2.1.10 DOCUMENTATION**

During the term of the contract, the successful Offeror will be required to provide a supply of descriptive literature to agencies considering purchase of any contract equipment. This descriptive literature is the glossy, marketing type literature and should not be confused with the Technical Specifications required elsewhere in this contract proposal.

## **2.2 MULTI-CENTURY COMPLIANT**

Each contractor warrants that the products provided or systems developed under this contract are century compliant. Century compliant means that the product:

**2.2.1** Is able to process date data accurately - including date data century recognition, calculations that accommodate same century and multi-century formulas and date values (including leap year factors), and date data interface values that reflect the century - when used either in a stand-alone configuration or in combination with other century compliant products used by the State.

**2.2.2** Will not abnormally terminate its function or provide or cause invalid or incorrect results due to incompatibility with the calendar year.

In addition to any other warranties applicable to this contract or any remedies otherwise available to the State, the contractor agrees to promptly repair or replace any product furnished under this contract that is not century compliant, provided the State gives notice within a reasonable time following discovery of such failure.

## **2.3 ECONOMIC BENEFIT FACTORS**

**2.3.1** The Offeror shall describe how the award of this contract to the Offeror will benefit the State of Maryland economy. The Offeror will consider the following elements (Do not include any detail of the financial proposal with this technical information):

≡ The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors,

- suppliers and joint venture partners;
- ≡ The estimated number and types of jobs for Maryland residents resulting from this contract;
- ≡ Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract;
- ≡ The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

## Section 2.4

### Task Order Requests

Task Orders requests will be initiated by the agency requesting the services and shall define the scope and requirements of the specific requirement. At a minimum Task Order requests will contain the following information:

- Project, Technical, and Contractual points of contact
- Background information including task objectives
- Technical requirements
- Performance objectives and/or deliverables, as applicable
- Period of performance
- Place of performance
- Deliverable/delivery schedule
- Security requirements
- Inspection and acceptance criteria
- Task Order award selection criteria and associated weight of each.
- Non-Visual Access Clause Applicability
- Minority Business Enterprise Goal

### Task Order Proposal Requirements

All Master Task or Task Orders will be sent to all Contractors awarded a Contract within the specified Category i.e. IDH or IDM. All Contractors receiving the Task Order must respond with either a proposal or a written notification to the Requesting Agency that they don't intend to submit a proposal and reason(s) why. Upon receipt of a Task Order, the Contractor shall provide a proposal in response to the requirements of Task Order. At a minimum the proposal shall provide the following:

- Proposed approach to satisfying the requirements of the Task Order and development of Task Order deliverables;
- Proposed schedule in GANTT chart format
- Proposed cost or price; per unit and,
- Selection will be made based on both technical and price with technical merit having greater weight. Economic benefit will also be an evaluation factor.

Work in response to Task Orders shall be initiated only upon issuance of a fully executed Task Order or by a Notice to Proceed authorized by the Office of Information Technology of the Department of Budget and Management, based on the recommendation of the



**Requesting Agency.**

## SECTION 3 - EVALUATION CRITERIA AND SELECTION PROCEDURE

### 3 EVALUATION CRITERIA

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below and developed from both the technical proposal and financial proposal. In evaluating the proposals, technical merit will have greater weight than financial.

The technical evaluation criteria presented below is based on the four distinct categories identified within the solicitation. Within each category and product proposed, each of the Offeror's proposals will be evaluated on its own merits. Within each category, the evaluation factors are listed in descending order of importance as follows:

#### Category 1 - Microcomputers and Peripherals with Services

- **Contractor Experience and Capabilities**

- Installation Services
- Product Availability
- Delivery Schedule
- Performance Period for Acceptance

- **Management Plan**

- **Post Warranty Maintenance and Manufacturers Support**
- **Financial Capabilities**
- **Economic Benefits**

#### Category 2 - Printers and Peripherals with Services

- **Contractor Experience and Capabilities**

- Installation Services
- Product Availability
- Delivery Schedule
- Performance Period for Acceptance

- **Management Plan**

- **Post Warranty Maintenance and Manufacturer's Support**
- **Financial Capabilities**
- **Economic Benefits**

#### Category 3 - Integrated Desktop Management Services

- **Contractor Experience and Capabilities**

- **Management Plan**
- **Manufacturer's Support**
- **Data Security**
- **Financial Capabilities**
- **Economic Benefits**

#### Category 4 - Integrated Hardware Management Services

- **Contractor Experience and Capabilities**
- **Management Plan**

- **Data Security**
- **Financial Capabilities**

## **- Economic Benefits**

Category 5 – Commercial Off the Shelf Software

- Contractor Experience and Capabilities**
- Management Plan**
- Financial Capabilities**
- Statewide Delivery Capability**
- Economic Benefits**

The required financial information is described in Attachment E.

### **3.1 SELECTION PROCEDURE**

The contract will be awarded in accordance with the competitive sealed proposal process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions. Each proposed product within each category will be evaluated separately.

Accordingly, the State may hold discussions with all offerors judged reasonably susceptible of being selected for award or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals. Financial proposals of qualified offerors will be opened only after all technical proposals have been evaluated.

After a review of the financial proposals of qualified offerors, the Procurement Officer may again conduct discussions with the offerors.

Offerors must confirm in writing any substantive oral clarification of their proposals made in the course of discussions. When in the best interest of the State, the Procurement Officer may permit offerors who have submitted acceptable proposals to revise their initial proposals and submit in writing best and final offers.

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible offeror whose proposal is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in this RFP. In making this determination, technical merit will receive greater weight than price.

## **SECTION 4 – TECHNICAL AND FINANCIAL PROPOSAL FORMAT**

### **4 PROPOSAL FORMAT**

#### **4.1 GENERAL**

The proposal should address all points and questions outlined in the RFP. It should be clear and precise in response to the information and requirements described in the RFP. The offeror should indicate in the Executive Summary each Category for which services are proposed.

#### **4.2 FORMAT OF THE PROPOSAL**

**4.2.1** Proposals must be submitted in TWO SEPARATE VOLUMES, TECHNICAL AND FINANCIAL. Technical volumes must be sealed separately from financial volumes but submitted simultaneously at the Issuing Office. An original, so identified, and five (5) copies of each volume are to be submitted.

**4.2.2** Each offeror is required to submit a separate sealed package for each volume which is to be labeled Technical Proposal (Volume I) and Financial Proposal (Volume II). Each sealed package must bear the RFP title, name and address of the offeror, the volume number (I and II), and the closing date and time for receipt of the proposal on the outside of the package. A transmittal letter and a statement acknowledging receipt of any and all addenda should accompany the technical proposal. The sole purpose of this letter is to transmit the proposal; it should be brief and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in the RFP. All proposals must be page numbered from beginning to end. Enclosed in each package should be the original, identified as such and five (5) copies of the offeror's proposal.

**4.2.3** The proposals must meet all of the requirements of this solicitation. A full and complete proposal shall be designated as the APrimary Proposal≡ and both primary technical and primary financial proposals must be labeled as such. Each additional proposal shall be labeled AProposal #2 technical and financial proposals", AProposal #3 technical and financial proposals≡, etc. and must be labeled as such. Each multiple proposal is to include only that information which differs from the primary proposal. Typically this will be a different brand product line, or an offer in one of the other categories.

#### **4.3 VOLUME I - TECHNICAL PROPOSAL**

The Technical Proposal shall include:

##### **4.3.1 Executive Summary**

The offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary". The summary shall provide a broad overview of the contents of the entire proposal and explain any deviations. In addition, the offeror should clearly identify each Category, product, service, etc. for which they are proposing services.

##### **4.3.2 Offeror Qualifications**

**4.3.2.1** Offerors must demonstrate the following qualifications. Offerors must clearly state and demonstrate within the Executive Summary of their proposals that they satisfy each

qualification and provide reference to the page number in their proposal where such evidence can be found. The qualifications are applicable to the primary offeror and any subcontractors used by the offeror or primary functions under the Scope of Work. The offeror's proposal must include:

**4.3.2.2 EXPERIENCE AND CAPABILITIES.** Offerors shall include information on past experience with similar services and pertinent corporate resources and shall include the following sections:

**4.3.2.3** Offerors shall provide an overview of its experience rendering services similar to those in this RFP. This description shall include a summary of the services offered, the number of years the Offeror has provided these services, the number of clients and geographic locations the Offeror currently serves, etc.

**4.3.2.4** Offerors shall describe the corporate resources that will be available to support this contract.

**4.3.2.5** Offeror shall provide references from its customers who are capable of documenting:

- The Offeror's ability to manage similar contracts.
- The quality and breadth of services provided by the Offeror under similar contracts.
- Each client reference to include the following information:
  - Name of client organization.
  - Name, title, and telephone number of Point of Contact for client organization.
  - Value, type, and duration of contract(s) supporting client organization.

**4.3.2.6** The services, currently or previously, provided, scope of the contract, geographic area being supported, performance objectives being satisfied, and improvements made to client systems (e.g., reduction in operation/maintenance costs while maintaining or improving current performance levels) and, if applicable, an explanation of why the Offeror is no longer providing the services to the client organization.

**4.3.3 FINANCIAL CAPABILITIES AND INSURANCE.** The Offeror shall include a discussion of the following:

**4.3.3.1** The potential of hundreds of thousands of dollars in a contractor's accounts receivable is a very likely possibility. Discuss and provide evidence that the Offeror has financial capacity to manage a large accounts receivables in order to provide the services the State is seeking in this RFP.

**4.3.3.2** A statement as to whether there are any outstanding legal actions or potential claims against the Offeror. This is not a discussion, or opinion, of the merits of these actions. This is to identify actions/claims that may assist the State in assessing an Offeror's responsibility.

**4.3.3.3** A copy of the Offeror's current certificate of insurance which, at a minimum, should contain the following:

- Carrier (name and address)
- Type of insurance

Amounts of coverage  
Period covered by insurance  
Exclusions

**4.3.3.4** Financial Statements or other documentation to demonstrate evidence of financial solvency.

**4.3.3.5** Provide a detailed response to the relevant proposal elements outlined in Section 3 **2.1.4 through 2.1.8** of this RFP of the Offeror's capabilities and approaches. The response must be in the same order as outlined in the RFP.

~~Provide a detailed response to the relevant proposal elements outlined in Section 3 of this RFP of the Offeror's capabilities and approaches. The response must be in the same order as outlined in the RFP.~~

#### **4.3.4** Exceptions and/or Deviations to the RFP

The Offeror shall identify, by Section and Item number, and explain any exceptions or deviations taken or conditional assumptions made with respect to the Offeror's proposal versus the RFP requirements, or any other clauses, provisions, or terms and conditions within the RFP. Any exceptions taken must contain sufficient amplification and justification. All benefits to the State shall be explained for each exception taken. These identified exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable or not susceptible for award. If exceptions/deviations are contrary to Maryland law, or fails to provide sufficient benefits to the State, or results in material deviations from the requirements of the RFP, or is determined by the procurement officer as unacceptable and the Offeror will not rescind its unacceptable portion(s). The proposal may be deemed as not susceptible for award will be rejected and removed from further consideration. Offerors will receive written notice if their proposal is rejected.

#### **4.3.5** Required Submissions

Offerors must submit with the technical proposal:

1. Completed Proposal Affidavit (Attachment B - original copy only)
2. Minority Business Enterprise (MBE) Affidavit (See Section 1.19 and Attachment D-1).
3. ~~Redacted Version of Proposal~~
4. Financial Statements and Annual Reports (audited preferred).

#### **4.3.6** Subcontractors

Offerors must identify subcontractors and the role these subcontractors will have in the performance of the contract. However, disclosure of MBE subcontractors at this point is optional.

### **4.4 VOLUME II - FINANCIAL PROPOSAL**

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Contractor must submit an original, to be so

identified and five (5) copies of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified in Attachment E of this RFP.

Only complete the cost sheet for each Category being proposed. Quoted rates will be binding for any additional work or optional services performed under the contract to be awarded.

## ATTACHMENTS

In accordance with State Procurement Regulations:

- ATTACHMENT A is the State's contract. The contract must be executed by the selected Offerors upon notification of contract award.
- ATTACHMENT B must be completed and submitted with the Technical Proposal.
- ATTACHMENT C is not required at proposal submission time. It must be submitted by the selected Offerors at Contract award time.
- ATTACHMENT D-1 must be submitted with the Technical Proposal.
- ATTACHMENT D-2, D-3, and D-4 must be submitted within 10 working days of : (i) notification that the Offeror is the apparent awardee, or (ii) award of the contract, whichever comes first.
- ATTACHMENT E must be completed, as appropriate, and submitted as the Price Proposal.
- ATTACHMENT F is intentionally left blank.
- ATTACHMENT G is the State's Data Security Policy and will be part of any resulting contract.
- ATTACHMENT H is contractor evaluation information



ATTACHMENT A  
STATE REQUIRED  
CONTRACT

# ATTACHMENT A C O N T R A C T

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by and between \_\_\_\_\_ (the "Contractor") and the STATE OF MARYLAND (the "State"). This Contract shall be administered by the Department of Budget and Management (the "Department").

IN CONSIDERATION OF the premises and the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department of Budget and Management and the Contractor agree as follows:

## SECTION 1 - SCOPE OF SERVICES

### 1.1 Scope of Contract

The Contractor shall provide \_\_\_\_\_ for the State of Maryland as described in the Contractor's proposal and in accordance with the terms and conditions of this Contract. The following exhibits are attached and made part of this Contract:

**Exhibit A** - Request for Proposal DBM-2020-DESKTOP

**Exhibit B** - Contractor's Technical Proposal dated \_\_\_\_\_

**Exhibit C** - Contractor's Financial Proposal dated \_\_\_\_\_

**1.3** This Contract and its **Exhibits A** through **C** shall constitute the scope of services provided under this Contract. If there are any inconsistencies between this Contract and the exhibits, the terms of this Contract shall control. If there is any conflict among the exhibits, **Exhibit A** shall control.

**1.4** The State shall retain the unilateral right to require changes in the scope of services provided under the Contract so long as such changes are within the general scope of work to be performed under the Contract.

## SECTION 2 - CONSIDERATION, PAYMENT AND PERFORMANCE

**2.1** Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of an invoice from the Contractor and pursuant to the conditions outlined in Section 3.1 of this Contract. Each invoice for services rendered must reflect the Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices should be submitted to the Procurement Officer only after certification by the Procurement Officer that additional federal revenues and/or recoveries relating to the invoice have been received for deposit by the State of Maryland.

**2.2** In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer and through the Task Order process.

### **SECTION 3 - TIME OF PERFORMANCE**

- 3.1 The term of this contract shall be for the period beginning on or about July 1, 2000 and ending on or about June 30, 2003. The State, at its sole option, shall have the right to extend the contract term for two additional, successive one-year terms.

### **SECTION 4 - ADMINISTRATION**

- 4.1 The Procurement Officer shall constitute the final acceptance authority for work performed under each individual Task Order.

### **SECTION 5 - OWNERSHIP OF DOCUMENTS AND MATERIALS**

- 5.1 In the event of contract award, all documents, including the contractor's work papers, automated files, diskettes, tapes and any other documents or items produced as part of this Contract shall be the property of the State and shall be delivered to the State upon the termination of this agreement.

### **SECTION 6 - NON-HIRING OF EMPLOYEES**

- 6.1 No employee of the State of Maryland, or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

### **SECTION 7 - DISPUTES**

- 7.1 This Contract shall be subject to the provisions of the State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.
- 7.2 Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

### **SECTION 8 - MARYLAND LAW**

- 8.1 The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted and enforced according to the laws of the State of Maryland.

### **SECTION 9 - AMENDMENTS**

- 9.1 Any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by the party to be charged.

## **SECTION 10 - NON-DISCRIMINATION IN EMPLOYMENT**

- 10.1** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **SECTION 11 - CONTINGENT FEE PROHIBITION**

- 11.1** The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the consideration otherwise payable to the Contractor the full amount of such fee or other consideration.

## **SECTION 12 - TERMINATION FOR CAUSE**

- 12.1** If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State may seek to affirmatively collect damages. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

## **SECTION 13 - TERMINATION FOR CONVENIENCE**

- 13.1** The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time-to-time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

## **SECTION 14 - DELAYS AND EXTENSIONS OF TIME**

- 14.1** The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a State contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

#### **SECTION 15 - SUSPENSION OF WORK**

- 15.1** The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

#### **SECTION 16 - PRE-EXISTING REGULATIONS**

- 16.1** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

#### **SECTION 17 - FINANCIAL DISCLOSURE**

- 17.1** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information, to include disclosure of beneficial ownership of the business.

#### **SECTION 18 - POLITICAL CONTRIBUTION DISCLOSURE**

- 18.1** The Contractor shall comply with Article 33, §30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term on (a) February 5, to cover the 6 month period ending January 31; and (b) August 5, to cover the 6 month period ending July 31.

## **SECTION 19 - RETENTION OF RECORDS**

- 19.1** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

## **SECTION 20 - COMPLIANCE WITH LAWS**

- 20.1** The Contractor hereby represents and warrants that:
- (a)** It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time, may be necessary to remain so qualified;
  - (b)** It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
  - (c)** It shall comply with all Federal, State and Local laws applicable to its activities and obligations under this Contract; and,
  - (d)** It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **SECTION 21 - LIABILITY FOR LOSS OF DATA**

- 21.1** In the event of loss of any data or records necessary for the performance of this Contract, where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records in the manner and time specified by the Procurement Officer.

## **SECTION 22 - SUBCONTRACTING AND ASSIGNMENT**

- 22.1** The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall be subject to any terms and conditions that the Department deems necessary to protect the interest of the State. The Department shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

### **SECTION 23 - INDEMNIFICATION**

- 23.1** The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 23.2** The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 23.3** The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 23.4** The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

### **SECTION 24 - NOTICES**

- 24.1** All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

If to the Department on the Contract:

\_\_\_\_\_  
\_\_\_\_\_

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **SECTION 25 - CONTRACT EXTENDED TO INCLUDE OTHER NON-STATE GOVERNMENTS OR AGENCIES**

**25.1** For the purposes of a information technology or telecommunications procurements, pursuant to §3-702(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-state governments or agencies may purchase from the contractor goods or services covered by this contract at the same prices chargeable to the State. All such purchases by non-State governments or agencies: (1) shall constitute contracts between the contractor and that government or agency; (2) shall not constitute purchases by the State or State agencies under this contract; (3) shall not be binding or enforceable against the State, and (5) may be subject to other terms and conditions agreed to by the contractor and the purchaser. Contractor bears the risk of determining whether or not a government or agency with which the contractor is dealing is a State agency.

## **SECTION 26 - NON-VISUAL ACCESS**

**26.1** The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and, (4) is available, whenever possible without modification for compatibility with software and hardware for nonvisual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than 5%.

**26.2** For purposes of this regulation, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille or other audible or tactile means used for output.

## **SECTION 27 - REMOVAL OF DEFECTIVE WORK**

**27.1** All work and materials which do not conform to the requirements of the contract will be considered unacceptable.

**27.2** Any unacceptable or defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness, design error or omission by the Contractor or his subcontractors and suppliers at any tier, or any other cause, shall be promptly removed and replaced by work and materials which shall conform to the contract requirements or shall be remedied otherwise in an acceptable manner authorized by the Procurement Officer.

**27.3** Upon failure on the part of the Contractor to comply promptly with the provisions of this section, the State shall have authority to cause defective, unauthorized, or unacceptable work to be remedied, removed, or replaced at the Contractor's expense.

## **SECTION 28 - USE OF CONTRACTOR'S FORMS NOT BINDING ON STATE**

**28.1** Except as provided in 28.2, the use or execution by the State of any forms, orders, agreements, or other documents of any kind, other than the Contract Documents, used pursuant to or in the administration of any contract awarded by the State to Contractor, shall not bind the State to any of the terms and conditions contained therein except those provisions:



**28.1.1** generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and

**28.1.2** not otherwise inconsistent with the Contract Documents.

**28.2** Any such form, order, agreement or other document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:

**28.2.1** the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modification thereto as a modification of the contract;

**28.2.2** the document is executed on behalf of the State by an Assistant Secretary or Procurement Officer with authority to do so; and

**28.2.3** execution of the document is approved by the procurement authority whose approval is required by law.

## **SECTION 29 - MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS**

**29.1** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

## **SECTION 30 - REPRESENTATIONS**

**30.1** Each party to this agreement represents and warrants to the other that it has full right, power and authority to execute this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first above written.

ATTEST:

\_\_\_\_\_  
BY:

\_\_\_\_\_  
(name)  
(title)

ATTEST:

STATE OF MARYLAND

\_\_\_\_\_  
BY:

\_\_\_\_\_  
(name)  
(title)

Approved for form and legal

sufficiency this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_(Date) \_\_\_\_\_(Item #)

**ATTACHMENT B  
BID/PROPOSAL  
AFFIDAVIT**

**Attachment B**

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the [title] \_\_\_\_\_

and the duly authorized representative of [business] \_\_\_\_\_

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

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**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) been convicted under state or federal statute of a criminal offense incident

to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

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#### **D. AFFIRMATION REGARDING DEBARMENT**

##### **I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

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**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

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**F. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**G. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**H. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**J. DRUG AND ALCOHOL FREE WORKPLACE**

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

**I CERTIFY THAT:**

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;

(h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the Procurement Officer within 10 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§ 2(a) - (j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.



4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

#### **K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

##### **I FURTHER AFFIRM THAT:**

1. The business named above is a (domestic \_\_\_\_ ) (foreign \_\_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### **L. CONTINGENT FEES**

##### **I FURTHER AFFIRM THAT:**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

#### **M. ACKNOWLEDGEMENT**

**I ACKNOWLEDGE THAT** this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that

this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative  
and Affiant)

BPAFF  
7/1/99

ATTACHMENT C  
CONTRACT  
AFFIDAVIT

**ATTACHMENT C**  
**COMAR 21.07.01.25**  
**CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_  
(title)  
and the duly authorized representative of \_\_\_\_\_  
(business)  
and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_\_\_) (foreign \_\_\_\_\_) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of , all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**C. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 19\_\_\_\_, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Authorized Representative and Affidavit)

ATTACHMENT D  
MINORITY  
BUSINESS  
ENTERPRISE  
PARTICIPATION

## **Attachment D**

### **STATE OF MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT MINORITY BUSINESS ENTERPRISE PARTICIPATION INSTRUCTIONS AND FORMS**

#### **PURPOSE**

The Contractor shall structure its procedures for the performance of the work required in the contract to attempt to achieve a 14 percent minority business enterprise (MBE) subcontracting goal as stated in the Request for Proposals. MBE performance must be in accordance with this Attachment, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

#### **DEFINITIONS**

As used in this Attachment, the following words have the meanings indicated.

- ☐ Certification means a determination made by the Department of Transportation that a legal entity is a minority business enterprise.
- ☐ MBE Liaison is the employee designated to administer the Department=s MBE program.
- ☐ Minority Business Enterprise or MBE means a legal entity organized to engage in commercial transactions, that is at least 51-percent owned and controlled by one or more minority persons. MBE also includes a nonprofit entity engaged in promoting the interests of persons with physical or mental disabilities. An MBE must be certified in order to participate in the Department=s MBE program.

#### **CONTRACTOR RESPONSIBILITIES**

A certified MBE subcontract goal of a minimum of 14 percent of the contract value has been established for this procurement. The Contractor agrees that at least this amount of the contract will be performed by certified MBEs.

If awarded the contract:

- ☐ A certified MBE prime contractor shall accomplish an amount of work not less than the MBE subcontract goal with its own workforce, certified MBE subcontractors, or both.
- ☐ A non-MBE prime contractor shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ☐ A prime contractor comprising joint venturers shall accomplish the MBE subcontract goal with the workforce of any certified MBE joint venturer, certified MBE subcontractors, or both.

## REQUIREMENTS

- An offeror must submit with its response to this solicitation a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the offeror acknowledges the certified MBE participation goal, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the Solicitation process.
- Within 10 working days from notification that it is the apparent awardee or within 10 working days following the award, whichever is earlier, the apparent awardee must provide the following documentation to the MBE Liaison. If the apparent awardee fails to return each completed document, the Department may declare the potential award void.
  - (1) Outreach Efforts Compliance (Attachment D-2)
  - (2) MBE Participation Schedule (Attachment D-3)
  - (3) Subcontractor Project Participation Statement (Attachment D-4)
  - (4) Any other documentation required by the Department's MBE Liaison to ascertain offeror responsibility in connection with the certified MBE participation goal.

## RECORDS AND REPORTS

Contractor shall:

1. Submit monthly to the Department a reporting listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Attachment D-5).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (Attachment D-6).
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.

## ATTACHMENTS

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with proposal)
- D-2 Outreach Efforts Compliance (must be submitted by contract awardee within 10 working days of notification of apparent award)
- D-3 MBE Participation Schedule (must be submitted by contract awardee within 10 working days of notification of apparent award)
- D-4 Subcontractor Project Participation Statement (must be submitted by contract awardee within 10 working days of notification of apparent award)
- D-5 Prime Contractor Unpaid MBE Invoice Report
- D-6 Subcontractor Payment Report



**ATTACHMENT D-1**

**CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION**

**AFFIDAVIT**

In conjunction with the offer submitted in responses to Solicitation No.-*DBM-2020-DESKTOP*, I affirm the following:

1. I acknowledge the certified Minority Business Enterprise participation goal of 14% percent and commit to make a good faith effort to achieve this goal.
2. I understand that if I am notified that I am selected for contract award, I must submit the documentation described in Solicitation Attachment D within 10 working days of receiving notice of the potential award. If I fail to do so, I understand any apparent award may be deemed void.
3. In the solicitation of subcontract quotation or offers, Minority Business Enterprise (MBE) subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. The solicitation process was conducted in such a manner so as to otherwise not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title and Phone Number

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

**ATTACHMENT D-2**

## OUTREACH EFFORTS COMPLIANCE

### STATEMENT

In conjunction with the bid or offer submitted in response to Solicitation No. DBM-2020-DESKTOP state the following:

1. Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitation (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Offeror made the following attempts to contact personally the solicited MBEs.
4. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)

☐ This project does not involve bonding requirements.

Offeror ☐ DID ☐ DID NOT attend the pre-proposal conference.

☐ No pre-bid conference was held.

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title and Phone Number

\_\_\_\_\_  
Date

# ATTACHMENT D-3

## MBE PARTICIPATION SCHEDULE

<b>Prime Contractor (Firm Name, Address, Phone)</b>	<b>Project Description</b>	
<b>Project Number</b>	<b>Total Contract Amount \$</b>	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>		
<b>A. Minority Firm Name, Address, Phone</b>		<b>MBE Certification Number</b>
<b>Work To Be Performed</b>		
<b>Project Commitment Date</b>	<b>Project Completion Date</b>	
<b>Agreed Dollar Amount</b>	<b>Percentage Of Total Contract</b>	
<b>B. Minority Firm Name, Address, Phone</b>		<b>MBE Certification Number</b>
<b>Work To Be Performed</b>		
<b>Project Commitment Date</b>	<b>Project Completion Date</b>	
<b>Agreed Dollar Amount</b>	<b>Percentage Of Total Contract</b>	
<b>C. Minority Firm Name, Address, Phone</b>		<b>MBE Certification Number</b>
<b>Work To Be Performed</b>		
<b>Project Commitment Date</b>	<b>Project Completion Date</b>	
<b>Agreed Dollar Amount</b>	<b>Percentage Of Total Contract</b>	
<b>D. Minority Firm Name, Address, Phone</b>		<b>MBE Certification Number</b>
<b>Work To Be Performed</b>		
<b>Project Commitment Date</b>	<b>Project Completion Date</b>	
<b>Agreed Dollar Amount</b>	<b>Percentage Of Total Contract</b>	

Minority Firms Total Dollar Amount \$	
Minority Firms Total Percentage	%

List Additional MBE Subcontractors Or Provide
---

Any Additional Comments On Separate Paper
---

Document Prepared By:	
Name:	Title:

**ATTACHMENT D-4**  
**SUBCONTRACTOR PROJECT PARTICIPATION**  
**STATEMENT**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE.

Provided that \_\_\_\_\_ is awarded the State contract in  
Prime Contractor Name

conjunction with Solicitation No. DBM-2020-DESKTOP, it and

\_\_\_\_\_,

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which  
Subcontractor shall

\_\_\_\_\_.

(Describe Work)

☐ No bonds are required of Subcontractor.

☐ The following amount and type of bonds are required of Subcontractor.

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

By: \_\_\_\_\_  
Name, Title and Phone Number

By: \_\_\_\_\_  
Name, Title and Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT D-5**  
**MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT**  
**MINORITY BUSINESS ENTERPRISE PARTICIPATION**

**Prime Contractor Unpaid MBE Invoice Report**

To be Completed Monthly by Prime CCme Contractor

Contract #

Report

Month/Year

**Report due by 15th of following month.**

Contracting Unit

Contract Amount

MBE Subcontract  
Amount

Contract Begin Date

Contract End Date

Services Provided

Prime Contractor Name

Contact Person

Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Subcontractor Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Subcontractor Services Provided

**List any unpaid invoices over 30 days old received from this vendor and reason for non-payment.**

1.

2.

3.

**Total Amount Unpaid \$ \_\_\_\_\_**

**\*\*If more than one MBE subcontractor is used for this contract, please use separate report forms.**

**Return one (1) copy of this form to each of the following addresses:**

**Contract Monitor**

\_\_\_\_\_  
\_\_\_\_\_  
**Maryland Department of Budget & Management**

(Contracting Unit)

**Joel B. Leberknight**  
**Department of Budget & Management**  
**45 Calvert Street**  
**Annapolis, MD 21401**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**ATTACHMENT D-6**  
**MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT**  
**MINORITY BUSINESS ENTERPRISE PARTICIPATION**  
**Subcontractor Payment Report**

**To be Completed Monthly by MBE Subcontractor**

Report \_\_\_\_\_

Contract # \_\_\_\_\_

Month/Year \_\_\_\_\_

**Report due by 15th of following month.**

Contracting Unit  
Contract Amount  
MBE Subcontract  
Amount  
Contract Begin Date  
Contract End Date  
Services Provided

MBE Subcontractor Name \_\_\_\_\_

MDOT Certification # \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Subcontractor Services Provided \_\_\_\_\_

**List all payments received from Prime Contractor  
in the preceding 30 days.**

**List dates and amounts of any outstanding invoices.**

1. 1.

2. 2.

3. 3.

**Total Dollars Paid \$ \_\_\_\_\_ Total Dollars Unpaid \$ \_\_\_\_\_**

Prime Contractor Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

**Return one (1) copy of this form to each of the following addresses:**

\_\_\_\_\_  
\_\_\_\_\_  
**Maryland Department of Budget & Management**

**Contract Monitor  
(Contracting Unit)**

**Joel B. Leberknight  
Department of Budget & Management  
45 Calvert Street  
Annapolis, MD 21401**

Signature \_\_\_\_\_

Date \_\_\_\_\_

ATTACHMENT E  
PRICE PROPOSAL  
INSTRUCTIONS AND  
FORMS

**ATTACHMENT E**  
**PROPOSAL PRICE FORM INSTRUCTIONS**

1. In order to assist vendors in the preparation of their proposals, Proposal Price Forms have been prepared. Vendors must submit their proposals on these forms in accordance with the instructions on the forms and as specified herein. Do not change or alter these forms. Alterations will cause the proposal to be rejected.
2. Each Proposal Price Form page is to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.
3. All criteria included in these Proposal Price Forms, i.e., the estimated quantity of various goods and services, etc., shown on these forms are for price evaluation purposes. The State reserves the right, at its sole discretion, to purchase the goods and services in different quantities than those referenced in these Proposal Price Forms. The State reserves the right, at its sole discretion, not to purchase any goods or services for which proposals are solicited under this RFP.



## ATTACHMENT E – Category 1

### COST COMPONENTS

#### Category 1 - Microcomputers and Associated Peripherals with Services

Example: If the MSRP is \$100.00 and the State % is 80 and the education % is 70, then  
 $\$100.00 \times .8 = \$80.00$  State Price and  $\$100.00 \times .7 = \$70$  Education Price.

1) State Price = MSRP TIMES \_\_\_\_\_ %

Installation Service per Desktop = \_\_\_\_\_ % of State Price

Post Warranty Maintenance Normal State Hours per desktop =

1st Year PWM = \_\_\_\_\_ % of State Price

2nd Year PWM = \_\_\_\_\_ % of State Price

3rd Year PWM = \_\_\_\_\_ % of State Price

24x7, 1 year Manufacturer Warranty per Desktop = \_\_\_\_\_ % of State Price

Post Warranty Maintenance 24 x 7 per desktop =

1st Year PWM = \_\_\_\_\_ % of State Price

2nd Year PWM = \_\_\_\_\_ % of State Price

3rd Year PWM = \_\_\_\_\_ % of State Price

2) Education Price = MSRP TIMES \_\_\_\_\_ %

Installation Service per Desktop = \_\_\_\_\_ % of Education Price

Post Warranty Maintenance Normal State Hours per desktop =

1st Year PWM \_\_\_\_\_ % of Education Price

2nd Year PWM \_\_\_\_\_ % of Education Price

3rd Year PWM \_\_\_\_\_ % of Education Price

24x7, 1 year Manufacturer Warranty per Desktop = \_\_\_\_\_ % of Education Price

Post Warranty Maintenance 24 x 7 per desktop =

1st Year PWM \_\_\_\_\_ % of Education Price

2nd Year PWM \_\_\_\_\_ % of Education Price

3rd Year PWM \_\_\_\_\_ % of Education Price

Authorized Signature

Printed Name and Title

Company Name

Company Address

Telephone

## ATTACHMENT E – Category 2

### COST COMPONENTS

#### Category 2 - Printers and Associated Peripherals with Services

Example: If the MSRP is \$100.00 and the State % is 80 and the education % is 70, then  
 $\$100.00 \times .8 = \$80.00$  State Price and  $\$100.00 \times .7 = \$70$  Education Price.

State Price = MSRP TIMES \_\_\_\_\_%

Installation Service per printer = \_\_\_\_\_% of State Price

Post Warranty Maintenance Normal State Hours per printer =

1st Year PWM \_\_\_\_\_% of State Price

2nd Year PWM \_\_\_\_\_% of State Price

3rd Year PWM \_\_\_\_\_% of State Price

Education Price = MSRP TIMES \_\_\_\_\_%

Installation service per printer = \_\_\_\_\_% of Education Price

Post Warranty Maintenance Normal State Hours per desktop =

1st Year PWM \_\_\_\_\_% of Education Price

2nd Year PWM \_\_\_\_\_% of Education Price

3rd Year PWM \_\_\_\_\_% of Education Price

Authorized Signature

Printed Name and Title

Company Name

Company Address

Telephone

## ATTACHMENT E – Category 3

### COST COMPONENTS

#### Category 3 - Integrated Desktop Management Services

1. State Price = Monthly Desktop Fee \$ \_\_\_\_\_  
Installation Service (One Time Charges) per Desktop = \$ \_\_\_\_\_  
  
Normal State Hours Maintenance Support  
Monthly Fee per desktop = \$ \_\_\_\_\_  
  
24x7, Maintenance Support Monthly Fee per Desktop = \$ \_\_\_\_\_
2. Education Price = Monthly Desktop Fee \$ \_\_\_\_\_  
Installation Service (One Time Charges) per Desktop = \$ \_\_\_\_\_  
  
Normal State Hours Maintenance Support  
Monthly Fee per desktop = \$ \_\_\_\_\_  
  
24x7, Maintenance Support Monthly Fee per Desktop = \$ \_\_\_\_\_

Authorized Signature

Printed Name and Title

Company Name

Company Address

Telephone

## ATTACHMENT E – Category 4

### COST COMPONENTS

#### Category 4 - Integrated Hardware Management Services

1) State Price = Monthly Desktop Fee \$ \_\_\_\_\_  
Installation Service (One Time Charges) per Desktop = \$ \_\_\_\_\_

Normal State Hours Maintenance Support  
Monthly Fee per desktop = \$ \_\_\_\_\_

24x7, Maintenance Support Monthly Fee per Desktop = \$ \_\_\_\_\_

2) Education Price = Monthly Desktop Fee \$ \_\_\_\_\_  
Installation Service (One Time Charges) per Desktop = \$ \_\_\_\_\_

Normal State Hours Maintenance Support  
Monthly Fee per desktop = \$ \_\_\_\_\_

24x7, Maintenance Support Monthly Fee per Desktop = \$ \_\_\_\_\_

Authorized Signature

Printed Name and Title

Company Name

Company Address

Telephone

## ATTACHMENT E – Category 5

### COST COMPONENTS

#### Category 5 - Commercial-Off-The-Shelf (COTS) Software

Example: If the MSRP is \$100.00 and the State % is 80 and the education % is 70, then  $\$100.00 \times .8 = \$80.00$  State Price and  $\$100.00 \times .7 = \$70$  Education Price.

2) State Price = MSRP TIMES \_\_\_\_\_ %

Installation Service (One time charge) per PC

2) Education Price = MSRP TIMES \_\_\_\_\_ %

Installation Service (One time charge) per PC

Authorized Signature

Printed Name and Title

Company Name

Company Address

Telephone

ATTACHMENT F  
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# ATTACHMENT G STATE OF MARYLAND DATA SECURITY POLICY

# ATTACHMENT G

## STATE OF MARYLAND DATA SECURITY POLICY

**Date:** August 16, 1999  
**Distribution:** Agency Data Systems Security Officers

### STATE POLICY: INFORMATION PROCESSING RESOURCES SECURITY

- I. Authority**
  - A.** Governor's Executive Order 01.01.1983.18, which created the State Data Security Committee to establish State data security standards.
  - B.** State agency information system security practices as enumerated by the State Data Security Committee.
  - C.** Article 27, Sections 45A and 146 of the Annotated Code of Maryland.
- II. Objective**
  - A.** The purpose of the Policy is:
    - 1.** To assign responsibility, on an agency/institution-wide basis, for implementing the procedures required by the State Policy issued by the State Data Security Committee.
    - 2.** To protect the integrity of the State agency and institution computerized record systems.
  - B.** This policy is applicable to all units of the Executive Branch of State Government.
- III. Policy Statement**

In recognition of the fact that information is a valuable resource in the efficient operation of State government at all levels, and the fact that the privacy of individuals is directly influenced by the collection and use of personal records, it is the policy of the State of Maryland to protect sensitive data from unwarranted disclosure and to protect information processing resources from abuse or damage by natural or other causes.

The following procedures shall be adhered to by all agencies within the Executive Branch of Maryland State Government.
- IV. Procedure**

Each agency administrator, head of a commission and the other directing authority of State Government 1) shall be responsible to formulate directives to properly protect information processing resources in accordance with the State Computerized Record System Security Requirements and the requirements and recommendations contained therein, and 2) appoint a Security Officer as required by the Governor's Executive Order.

  - I. State Agency Data Systems Security Practices**
    - A.** Agency Computer Software and Records Security



THE FOLLOWING SECURITY PRACTICES ARE REQUIRED for all computer systems including mainframes, minicomputers, data communications facilities, local area network (LANs) file servers, microcomputer network nodes, and standalone microcomputers (desktops or notebooks/portables) which contain critical or sensitive data files. (Management must identify what are critical or sensitive data files).

1. Written procedures to safeguard application system data files must be prepared and followed.
2. The documentation for each application system must address sufficient controls for maintaining the security of source documents, before, during, and after the data entry process, and the distribution of all output.
3. All source and object programs must be maintained in a manner which prevents unauthorized access.
4. Each agency is required to maintain a list of its data processing applications and files.
5. Each agency is required to store copies of agency computer files and programs on a routine basis at an off-site location. An off-site location must be in a building other than the one that houses the primary computer files and programs.
6. Each agency is required to store at an off-site location copies of data systems documentation which would be vital in continuing the operation of the systems in an emergency situation which has resulted in the destruction of the original documentation.
7. When capabilities are available, each agency must use an automated method (e.g., a security software package) to safeguard application system data files.

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED in all instances where agencies have standalone microcomputers (desktops or notebooks/portables) or LAN file servers and microcomputer network nodes.

- 8a. Because notebook/portable microcomputers are highly susceptible to theft, the devices must be protected via the use of access-control software, passwords and a boot or power-on password where feasible and practical. A power-on or boot password protects the device from use of a DOS or system bootable diskette to bypass the computer's access control software.
- 8b. The storage of network modem telephone numbers and network passwords in unsecured standalone microcomputers (desktops or notebook/portables) is strictly forbidden.
9. All agency software and files on removable media must be put into a locking storage unit when not in use or be maintained in areas that are locked when not in use.
10. To minimize the chance of computer viruses being introduced into microcomputers only authorized and properly licensed personal computer software packages are to be used on PC's. Authorized PC software packages are those developed and approved by agency management or those obtained from reliable and responsible vendors, e.g. State software BOA vendors, nation-wide distributors, etc. that are committed to assuring product quality. The use of unauthorized or unlicensed PC software and programs (i.e., software obtained from computer bulletin boards, friends, other employees, etc.) is strictly forbidden. Only work related PC software approved by agency management is to be installed on State microcomputer

equipment.

11. As a means of recovering from a computer virus attack or disaster, backup procedures must be implemented on a routine basis for agency software and files stored in PCS and LANs.
12. All users of microcomputers must use a virus scan/protection program on a regular basis to minimize damage caused by virus attacks and to scan data files for viruses entering the computer. All virus scan/protection programs used for this process must be updated on a regular frequency. The frequency of the updates is a minimum of every two years.
13. All employees utilizing personal computers must sign the State of Maryland Software Code of Ethics Form (part of the Department of Budget and Management's Policy Number 95-1) which states that unauthorized duplication of copyrighted computer software violates the law and is contrary to the State's standards of conduct.
14. When a sensitive or critical PC application is created, the application author is responsible for documenting the application. Documentation may differ slightly from one type of application to another; however, all documentation must contain the following elements:
  - ◆ a written description of the application;
  - ◆ step by step instructions on how to use the application;
  - ◆ the names and the location of the PC files;
  - ◆ a copy of the output;
  - ◆ the backup procedure for the application.

The following documentation is suggested:

- ◆ a log of revisions (the log should include the name of the application, the original author, the date it was created, the date of each revision, the name of the individual who revised the application, and the reason for the revision).
15. A written plan to assure that all its critical and sensitive applications are "Year 2000" compliant must be adopted by each agency by December 31, 1997. Security software supporting those critical and sensitive applications must be "Year 2000" compliant.
  16. A written PC security policy must be promulgated and adopted by each agency. This policy must include, as a minimum, items A.8. through A.15 above.

## THE FOLLOWING SECURITY PRACTICES ARE RECOMMENDED.

Security should be considered in the design and development of each computerized record system. All agency programs should be maintained in a library which provides an audit trail of changes made to the programs. Wherever appropriate, each document which is used for initiating error corrections to computer records should contain a statement of justification and proper authorizations.

Agencies are encouraged to tie standalone PC's together into a Local Area Network (LAN) so that software can be loaded and managed centrally, critical and sensitive files can be stored and backed up more easily and sensitive files and applications can be more readily protected from virus attacks and other security threats.

### B. Agency Computer Hardware Security

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED in all instances where agencies have standalone or network microcomputers, notebook/portable microcomputers and computer terminals located in areas other than within secured computer facilities.

1. Agencies must take appropriate preventative actions to guard against damage to, or theft of, these devices.
2. Because notebook/portable microcomputers are highly susceptible to theft, none of these devices are to be left in unsecured areas while not in use e.g., the back seat of a parked vehicle.
3. Computer terminals, standalone microcomputers and microcomputer network nodes must not be left logged on to computer systems when unattended.
4. When capabilities are available, computer terminals and microcomputer network nodes must be automatically logged off by the operating system when there is no terminal activity for a pre-designated period of time.
5. When disposing of microcomputer processing units, an agency must take the appropriate action to delete all of the data that is contained on the processing unit's hard drive.
6. In a telecommuting environment, an agency must provide the same level of security on the microcomputer used at home as the microcomputer used in the workplace.

### C. Password, Sign-on and Access Security

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED for State agencies which utilize remote connectivity and data communications capabilities.

1. Individual user passwords must be used for every session, transmission or access to application systems.

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED for State agencies where password, sign-on or access control security features are installed.

2. Passwords must be changed periodically.
3. The assignment of passwords must be tightly controlled.
4. Users must be advised that all passwords must be kept confidential and secure. The procedure for assigning passwords must reflect that efforts are made to retain the

confidentiality of passwords.

5. Terminal and microcomputer network node users of the computer facilities must be restricted to accessing only files that they are individually authorized to access and also be limited to authorized operations that they may perform on or with these files.
6. System administrators must maintain a formal, written audit trail of all security access control activities on the system. The audit trail shall include, but not be limited to maintaining a log of all changes to all user access rights/logonid's and requests to change user passwords as long as the user access rights/logonid's are active on the system; maintaining a log of all deleted user access rights/logonid's for at least two years or until audited by the Legislative Auditor and maintaining a log of all security exceptions/violations for at least two years or until audited by the Legislative Auditor.
7. Agency management or a designee of agency management must periodically review and document the security privileges, data file and program access control rights of all personnel authorized to interface with critical or sensitive application systems, files and programs. Agency management personnel that perform this review task must not include persons who manage the access controls. The review documentation must be retained for at least two years or until audited by the Legislative Auditor.

#### THE FOLLOWING SECURITY PRACTICES ARE RECOMMENDED.

Password management software that allows system administrators to define the rules governing how users pick their passwords is available. Use of these systems strengthens data security significantly. With appropriate password management, administrators can specify that 1) passwords are not actual names or words, 2) are of a minimum and maximum length, 3) are not used over again, 4) contain at least one number, and 5) are not composed of repeating digits. Adequate password management also permits the development of special password validation programs for processing unique applications. It is therefore recommended, where capabilities exist, that administrators implement all or some of the aforementioned password management techniques to improve password security.

Also, it is important to ensure that users are who they say they are when they sign-on to a system. This includes incorporating the ability to check users authorization every time they access a new system resource. Software is available that are aimed at identifying possible intruders and preventing unauthorized entry into systems. Recommended features include 1) preventing a single user from signing on to more than one workstation at a time; 2) restricting individual users to workstations with specific addresses; and 3) scheduling capabilities that lets administrators specify the times of day when users are allowed to sign-on to a system. It is therefore recommended, where capabilities exist, that administrators use the aforementioned sign-on techniques to the maximum extent possible.

#### D. Agency Information Technology Personnel Practices

These required and recommended security practices apply to all employees (contractual and permanent) and information technology consultants who interface with application systems that have been identified by agency management as being critical or sensitive. The types of duties or functions of personnel addressed by the foregoing shall include, but not be limited to security officers who grant system access rights to others, programmer-analysts, systems programmers, database administrators, network managers, information technology consultants and other personnel identified by agency management who have rights to access critical or sensitive application systems, files and programs.

THE FOLLOWING SECURITY PRACTICE IS REQUIRED.

All agency security officers must satisfactorily complete a course of instruction specified by the State Data Security Committee.

THE FOLLOWING SECURITY PRACTICES ARE RECOMMENDED.

1. It is recommended that each agency have a designated Certified Software Manager. A Certified Software Manager is defined as an individual who has participated in the Certified Software Manager Course Certification Exam program offered by the Software Publisher's Association (SPA) through its outsourcing provider, Fortress Technologies, at an approximate cost of \$400 per person. The one day, 6-hour course is designed for managers and specialists working in the areas of MIS, microcomputing, computer services and technical support in addition to auditors, counsel, and others responsible for software compliance. The course defines the skills necessary to be a Certified Software Manager so an individual can gain the full benefits of software and avoid the legal penalties of mismanaging it. By successfully completing the course an attendee will:
  - ◆ understand copyright law and licensing agreements;
  - ◆ understand the software audit process;
  - ◆ understand the benefits and processes of software asset management;
  - ◆ develop a workable software management plan.

Once attendees have completed the course, they must pass a one-hour exam in order to be certified. The exam will be administered by Sylvan Prometric for an additional \$100 fee that may be paid directly to Sylvan. The exam must be scheduled after the course is taken.

Course materials attendees will receive include the following:

- ◆ A 300-plus page comprehensive student guide
- ◆ SPA's anti-piracy video, posters, brochures and article reprints
- ◆ SPAudit software to accelerate the self-audit process saving staff time
- ◆ "A Road map for Buying Software" poster and guide

SPA offers the one day course during the year in Washington D.C. In order to receive a current schedule of course dates, agencies can contact the SPA at the following address:

[Http://www.spa.org](http://www.spa.org)

2. If, in the opinion of agency management, a prospective employee will be interfacing with a sensitive or critical computer application, a criminal history record check should be conducted.

NOTE: A criminal history record checking service is offered, at a fee, to state agencies by the State of Maryland's Department of Public Safety and Correctional Services (DPPSCS). The procedure for this service is entitled "Criminal History

Record Checks For Prospective State Employees". Request forms which must be signed by the appointing authority of a state department or agency are available from:

Customer Service Unit  
CJIS Central Repository  
P.O. Box 5743  
Pikesville, Maryland 21208-0195  
Phone #: 410-318-6021

State agencies are encouraged to hire applicants on a conditional basis pending receipt of the satisfactory criminal history record check.

Background checking should be performed for final candidates for these positions prior to selection for employment. Background checking is contacting previous employers, references, and other appropriate individuals or organizations to verify the education, training and/or experience needed to meet minimum qualifications.

Agency personnel with access to critical or sensitive data files should be advised periodically as to how data security violations should be reported. Whenever feasible, employees that work with security sensitive computerized record systems should be periodically rotated in their job functions. Agency data systems security procedures which pertain to agency personnel should also apply to temporary and contractual personnel.

To provide appropriate degrees of internal control over data processing operations, agency management should segregate functions so that information technology personnel who perform systems maintenance functions are not performing user type functions as a regular part of their duties and responsibilities. In addition, agency management should separate the following data processing duties and responsibilities among several employees:

- ◆ Performing computer operations functions,
- ◆ Maintaining application program software,
- ◆ Maintaining operating systems and databases and
- ◆ Performing data processing security functions.

## **II. State Computer Facility Security Practices**

This section applies to all State mainframe, minicomputer, data communications facilities and Local Area Network (LAN) installations that process critical or sensitive data files. (Management must identify what are critical or sensitive data files).

### **A. Physical Security of Computer or Data Communications Operations Area**

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED.

1. All fire safety devices must be approved and periodically checked by the State Fire Marshal.
2. The facility must have a written procedure for the disposal of its own data processing materials.

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED only at computer facilities with separated, restricted computer or data communications operations areas.

3. The facility is required to control the access to the computer or data communications operations area, permitting entry of authorized personnel only. Entry of maintenance and custodial personnel must be controlled. Former employees and visitors to the computer operations or data communications area must always be escorted.
4. If a building with a separate facility has security guards, these guards are to be scheduled to make routine checks of the facility. Management must identify the level of routine checking to be performed by security guards (e.g., perimeter checking only, full physical access, visual inspection, etc.).
5. If security guards are not available, an access alarm is to be used when the facility is unattended.

THE FOLLOWING SECURITY PRACTICES ARE RECOMMENDED.

When the size or schedule of the computer or data communications facility does not permit all employees to be known and recognized, every employee should be required to display an official identification containing a photograph of the employee.

The computer or data communications operations area should contain smoke and/or heat sensors for early detection of a fire. An automatic fire-suppressing system should be installed. The space under any raised flooring should be inspected periodically for possible hazards.

Some types of network protocol analyzers and test equipment are capable of monitoring (and some, of altering) data passed over the network. Use of such equipment should be tightly controlled since they emulate terminals and can monitor and modify sensitive information, or contaminate data.

#### B. Contingency Planning

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED.

1. The computer or data communications facility management must routinely assess the relative probability of significant hazardous events occurring at the facility. As a minimum, a significant hazard means fire, flood, unauthorized entry or access, power failure and man made (e.g. terrorist) or natural disasters.
2. The computer or data communications facility management must routinely assess the vulnerability of the facility to the specified significant hazards.
3. The computer or data communications facility management must have a contingency plan which addresses and prescribes actions to be taken for all significant events which management has determined could place the facility at risk. Specifically, the contingency plan must address personnel, hardware, software, data, remote connectivity, and data communications networks. The plan also must contain a section dealing with the recovery from a major disaster that would render the facility unusable and require restarting operations at an alternate site. The major disaster recovery section must address the initial response, restart procedure, personnel assignments, backup resources and facilities, and emergency vendor contacts/vendor agreements.
4. The computer or data communications facility management must periodically validate the contingency plan. The following guidelines, listed in priority order, are

to be used in conducting the validation:

- a) Actual, live, full scale disaster recovery test exercises must be used wherever feasible and practical or,
- b) Partial recovery test exercises or simulations (e.g. tabletop exercises) of disaster recovery procedures must be used when it is impractical to conduct full scale disaster recovery tests.

The computer or data communications facility management must periodically update the contingency plan to reflect deficiencies noted during validation tests and to assure that the plan is current, viable and complete.

#### THE FOLLOWING SECURITY PRACTICES ARE RECOMMENDED.

As an aid in securing upper management's support for on-going contingency planning efforts, the computer or data communications facility management should consider performing a risk analysis which will assist in striking an economic balance between the impact of risks and the cost of protective measures. A well executed risk analysis will improve security awareness, identify assets, significant hazardous events and controls, improve the basis for decisions and justify expenditures for security. Risk analysis steps include the following:

- ◆ Identify critical information assets;
- ◆ Determine significant hazardous events;
- ◆ Estimate likelihood of occurrences of significant hazardous events;
- ◆ Document the impact of a loss of critical information assets (compute annual loss expectancy);
- ◆ Identify applicable cost associated with controls to be implemented;
- ◆ Project annual savings of controls.

During the assessment of the contingency plan, the computer or data communications facility management should consider the merits of having arrangements for alternative computer processing capabilities at an off-site location for emergency needs. If this option is cost effective and practical, a formal agreement should be prepared with the organization responsible for the off-site facility.

Contingency planning in Client Server environments is more complicated than it is for a mainframe data center. Many Client Server systems utilize technologies produced by several vendors in a distributed computing environment, thus multiple points of failure may occur which can magnify the scope and severity of problems. An agency's Client Server disaster recovery plan is best managed by centralized information technology systems groups.

To plan for unseen calamities, the computer or data communications facility management should determine where critical Client Server information is stored and how it is used. It is recommended that:

- a) Physically distributed servers be pulled back into a centralized, controlled environment wherever feasible or practical to better manage and protect information, improve security, data integrity and asset tracking.
- b) Software tools should be employed in Client Server environments to help create ways to protect information and systems. These software tools can help agencies choose what is most essential to recover.

The computer or data communications facility management should consider installing fault tolerant hardware and fault management software features in all critical and sensitive networks and application systems to guard against data loss and to provide for high systems



availability.

Network and application system fault tolerant hardware features that agencies should consider installing include, but are not limited to, are:

- ◆ Error correction code (ECC) memories;
- ◆ Redundant arrays of inexpensive disks (RAID) technologies;
- ◆ Hot-pluggable and hot spare disks;
- ◆ Dual redundant power supplies sized to support fully loaded configurations and
- ◆ Smart uninterruptable power supplies.

Network and application fault management software features that agencies should consider installing include, but are not limited to, the capability to monitor and report on the status of:

- ◆ Memory;
- ◆ Processors;
- ◆ Disk storage devices;
- ◆ Power usage;
- ◆ Network equipment and
- ◆ Internal temperatures of processor units.

C. Computer Records

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED.

1. When capabilities are available, the computer system must provide an audit trail of all authorized and unauthorized attempted accesses to computer resources.
2. When capabilities are available, the computer system must use an automated method (e.g., a security software package) to safeguard computerized files.

D. Remote Connectivity and Data Communications

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED for State computer facilities which utilize remote connectivity and data communications.

1. The computer facility must provide procedures to control access from the remote user locations during hours that remote user locations are closed.
2. Each user access must be terminated if the security code is still incorrect after a specific number of user attempts to log on.
3. Before being prompted for the user name and password, a banner must appear warning users of system monitoring procedures and State laws that apply to breaches of computer security. For example:

**WARNING: Unauthorized access to this computer is in violation of Article 27, Sections 45A and 146 of the Annotated Code of Maryland. This system is**

**being monitored. Anyone using this system expressly consents to such monitoring. Detection of unlawful conduct may be referred to law enforcement officials.**

THE FOLLOWING SECURITY PRACTICES ARE RECOMMENDED.

User access logs should be regularly reviewed by an individual(s) outside of the computer operations area.

E. Dial-up Line Access

THE FOLLOWING SECURITY PRACTICES ARE REQUIRED for computer facilities which have dial-up communication lines.

1. The computer facility management must control the distribution of the computer telephone number used for a critical or sensitive application system. In these instances, the computer facility procedures for distributing the computer telephone number must reflect that efforts are made to retain the confidentiality of the telephone number.
2. When capabilities are available or can be reasonably acquired, dial-up activity sessions must be terminated when the telephone is hung up or the carrier is dropped.
3. When capabilities are available or can be reasonably acquired, each dial-up connection must be broken whenever an unauthorized attempt is made to access a facility's computer.
4. Any system implemented for the purpose of providing electronic services for the citizens of the State via public dial-in access or through a connection to the Internet should be isolated/protected from an agency's internal computer network. This should be accomplished by ensuring the system has no internal network connection or is protected by a properly implemented network or application level firewall that enforces a responsible access control policy.

THE FOLLOWING SECURITY PRACTICES ARE RECOMMENDED

1. Systems accessible from dial-up terminals are particularly vulnerable to unauthorized access since the call can be initiated from virtually any telephone instrument. Official users of dial-up facilities should be distinguishable from public users if they are to be given access rights greater than those given public users. For services other than those authorized for the public, users of dial-up terminals should be positively and uniquely identifiable and their identity authenticated to the system begin accessed. This should be implemented via a two level security procedure consisting of using either a call back facility or a Public Data Network (PDN) service to access the system. When using a call back facility, official users should be provided an automatic hang-up and call back feature, which calls back to only pre-authorized numbers. When using a PDN service, a separate, network User ID and user address code should be provided to official users by the PDN service. This is in addition to the computer system's User ID and password which is provided and maintained by the computer facility.
2. An agency should exercise a great deal of care in deciding what information can be properly housed on a publicly accessible system. The agency's assistant attorney general should be involved in this decision making process.



ATTACHMENT H  
CONTRACTOR  
EVALUATION  
INFORMATION

# ATTACHMENT H

## SAMPLE CONTRACTOR PERFORMANCE EVALUATION SURVEY

### TO BE COMPLETED BY AGENCY RECEIVING CONTRACTOR PRODUCTS AND SERVICES

Name of Agency Providing Evaluation: \_\_\_\_\_

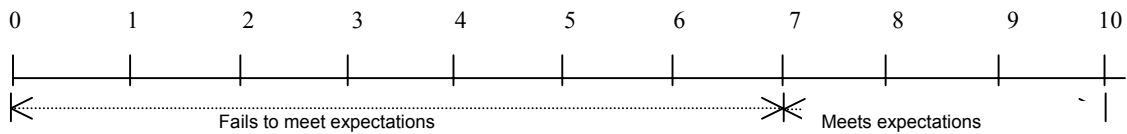
Contractor Name: \_\_\_\_\_ Company Program Manager: \_\_\_\_\_

Project Name/Title: \_\_\_\_\_

Brief Description of Project: \_\_\_\_\_

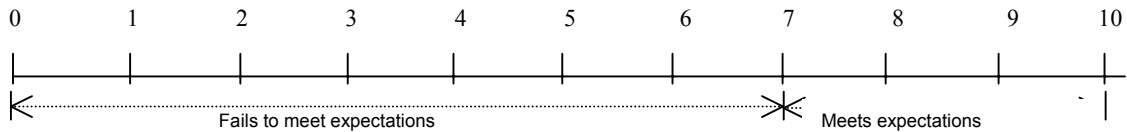
Project State Date: \_\_\_\_\_ Last Date of performance evaluation conducted: \_\_\_\_\_

#### 1. How would you rate the Contractor's attitude toward the order?



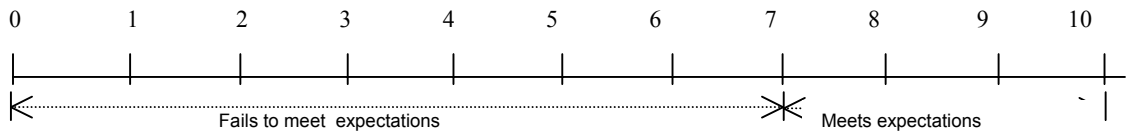
Comments: \_\_\_\_\_

#### 2. How would you rate the Contractor's delivery time performance?



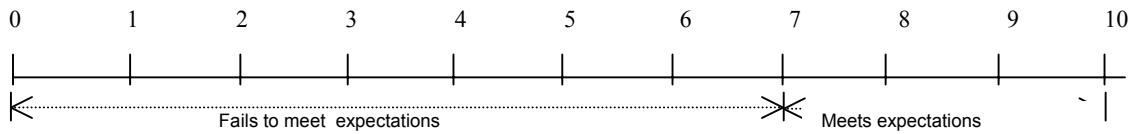
Comments: \_\_\_\_\_

#### 3. How would you rate the Contractor's overall performance on your order, relative to understanding your business practices and standards?



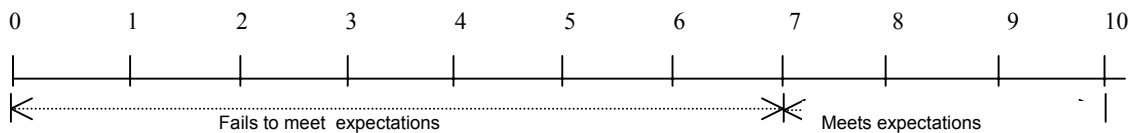
Comments: \_\_\_\_\_

**4. How would you rate the Contractor's performance in warranty / post warranty maintenance on your order?**



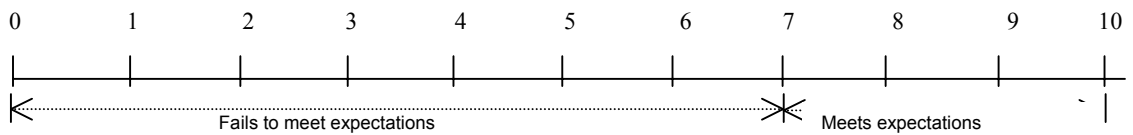
Comments: \_\_\_\_\_

**5. How would you rate the Contractor's performance on the services and deliverables required for your order?**



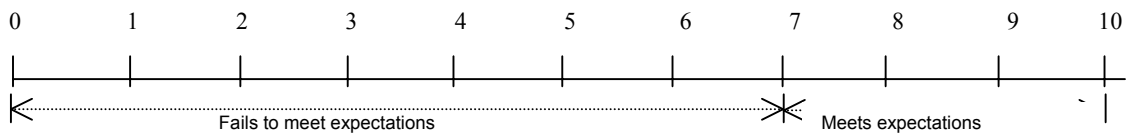
Comments: \_\_\_\_\_

**6. How would you rate the Contractor's estimating and actual performance against your order?**



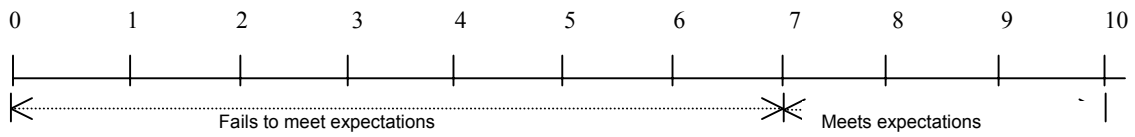
Comments: \_\_\_\_\_

**7. How would you rate the Contractor's estimating and actual performance on the scheduling delivery of equipment?**



Comments: \_\_\_\_\_

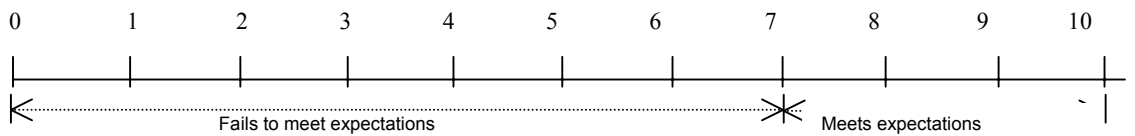
**8. How would you rate the Contractor's performance on providing adequate staffing, and other resources needed for IDM/IDH?**



Comments: \_\_\_\_\_

\_\_\_\_\_

**9. How would you rate the Contractor's overall performance on your order?**



Comments: \_\_\_\_\_

\_\_\_\_\_

Contracting Agency: _____		Signature: _____	
Date: _____		Title: _____	